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ELEVENTH ANNUAL REPORT

OF THE

RAILROAD COMMISSION

OF THE

State of Florida

For the Year Ending March 1, 1908.



CAPITAL PUBLISHING CO. State Printer  
TALLAHASSEE, FLORIDA  
1908

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## COMMISSIONERS.

R. H. M. DAVIDSON, <i>Chairman</i> , Commissioner;	July 1, 1897, to Jan. 3, 1899.
HENRY E. DAY, Commissioner;	
JOHN M. BRYAN, Commissioner;	
J. L. NEELY, JR., <i>Secretary</i> .	Jan. 3, 1899, to Jan. 8, 1901.
HENRY E. DAY, <i>Chairman</i> , Commissioner;	
JOHN M. BRYAN, Commissioner;	
JOHN L. MORGAN, Commissioner;	Jan. 8, 1901.
JOHN L. NEELY, JR., <i>Secretary</i> .	
*HENRY E. DAY, <i>Chairman</i> , Commissioner;	New term
JOHN M. BRYAN, Commissioner;	beginning
JOHN L. MORGAN, Commissioner;	Jan. 8,
JOHN L. NEELY, <i>Secretary</i> .	1901.
JOHN L. MORGAN, <i>Chairman</i> , Commissioner;	Oct. 1,
JOHN M. BRYAN, Commissioner;	1902, to
R. HUDSON BURR, Commissioner;	Jan. 6,
ROYAL C. DUNN, <i>Secretary</i> .	1903.
JEFFERSON B. BROWNE, <i>Chairman</i> , Commissioner;	Jan. 6,
R. HUDSON BURR, Commissioner;	1903, to
JOHN L. MORGAN, Commissioner;	Jan. 3,
ROYAL C. DUNN, <i>Secretary</i> .	1905.
JEFFERSON B. BROWNE, <i>Chairman</i> , Commissioner;	Jan. 3,
R. HUDSON BURR, Commissioner;	1905, to
JOHN L. MORGAN, Commissioner;	Jan. 8,
ROYAL C. DUNN, <i>Secretary</i> .	1907.
R. HUDSON BURR, <i>Chairman</i> , Commissioner;	Present
JOHN L. MORGAN, Commissioner;	term be-
NEWTON A. BLITCH, <i>Commissioner</i> ;	gan Jan.
ROYAL C. DUNN, <i>Secretary</i> .	8, 1907.

\*Henry E. Day resigned October 1, 1902, and was succeeded by R. Hudson Burr. At the same time John L. Morgan was elected Chairman for the rest of the term.

||Resigned October 1st, 1901, and Royal C. Dunn was elected as his successor.

# **REPORT OF RAILROAD COMMISSION STATE OF FLORIDA.**

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Tallahassee, March 1, 1908.

To His Excellency, N. B. Broward,  
Governor of Florida.

SIR—The Railroad Commissioners have the honor to submit to you herewith their Annual Report for the year ending March 1, 1908.

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## **GENERAL CONDITIONS.**

In the early part of the year for which this report is made, the conditions as to congestions, failures and inability of the railroads to handle the traffic offered them for transportation were similar to those which existed during the previous year.

The Commission, in its efforts to relieve the shippers of the State of the hardships and general business demoralization incident to poor and unreliable transportation service, continued its policy of imposing penalties for failure to transport within a reasonable time, hoping thus to awaken the transportation companies to more strenuous efforts in the procurement of the necessary facilities for the prompt handling of the traffic then being offered them for transportation.

The railroads, for the better protection of their own interests, and, perhaps, at the same time, to avoid the imposition of further penalties by the Commission, did, at last, set to work to relieve the situation, and to establish a more friendly relation between themselves and the shippers. They have enlarged and otherwise improved their dock and other terminal facilities at the ports; they

have added new and improved locomotives and cars to their old equipment; some lines have relaid portions of their tracks with new and heavier rails, and strengthened their roadbeds; and all were improving their service generally, even before the late financial depression, which, in effect, reduced the output for transportation, and which, though a great misfortune to the country, has expedited a complete clearance by the transportation lines.

The railroads are now moving all freights offered with a degree of promptness not known in this State for many years, and, with their present increased facilities for handling freight, and the improvement of their tracks and roadbeds continued until the same are in first-class condition, we see no reason why the present satisfactory condition in the movement of freights should not be maintained.

#### PHYSICAL CONDITION OF RAILROADS.

The last Legislature enacted a law making it the duty of the Railroad Commission to require the railroad companies to keep their roadbeds and equipment in a safe and serviceable condition. The same act provided for the employment of an Inspecting Engineer to inspect and report upon the condition of the various roads in the State. In accordance with that law, Mr. F. P. Damon, a man with long experience in railroad engineering, was employed early in July to look after this part of the work.

As it was impossible for one man to inspect all the railroads in the State at once, the Commissioners have had him make inspections of such roads and of such parts of roads as have been reported to them or which they themselves have known as being most in need of repairs. This plan will be continued as rapidly as possible until the physical condition of every railroad in the State has been inspected. It is also the intention of the Commissioners to have the original cost of every railroad in the State investigated, as well as the probable cost of reproducing the same. The annual report of Mr. Damon will be found in another part of this report.

#### COUNSEL.

In accordance with an act of the last Legislature giving the Commissioners authority to employ counsel by the year, soon after the Legislature adjourned Hon. L. C.

Massey of Orlando was employed by the Commissioners to serve as such counsel. Mr. Massey has an office in the Capitol, with the Commissioners, and gives his entire time and attention to the work of the Railroad Commission. Experience has shown that this is a wise provision of law. There are continually coming up intricate railroad questions in which there are many legal questions involved, and they can be considered much more rapidly and intelligently when legal advice can be had promptly. Report of the status of cases now on hand will be found in Mr. Massey's Annual Report to the Commissioners in another part of this Report.

#### AUDITING BOOKS OF RAILROADS.

The Commissioners have for some time been impressed with the necessity for a thorough knowledge of the accounts of the railroad companies in the State. This information is needed in order to prescribe rates or issue any orders that will affect the earnings of the railroads so that injustice may not be done to either the public or to the railroads.

With that end in view, in October, 1907, the Commissioners employed the Mutual Audit Company of Indianapolis, Indiana, to audit the books and accounts of the Florida East Coast Railway. This Auditing Company had been highly recommended to the Commissioners by Commissioners of other States who had employed them. These auditors were placed on the work in the latter part of October and continued through November and December, the work being finally completed in January. The Commissioners now have information concerning the accounts of the Florida East Coast Railway that will be of great value in dealing with that road in future.

The next work of this kind to be undertaken will be the audit of the books and accounts of the L. & N. R. R. Auditors will be placed upon the books of that road within a short time. As soon as the work on the books of that road is concluded those of other roads will be investigated.

#### RATES ON NEW ROADS.

Freight and Passenger rates were prescribed during the year for six new roads: The Apalachicola Northern Railroad Company, extending from River Junction to Apalachicola; the Tampa Northern Railroad, which is being

constructed from Tampa to Thomasville, Ga.; the Woodville Railroad, running from Woodville, on the Seaboard Air Line Railway, to a point on the Georgia, Florida and Alabama Railway; the Florida Central Railroad, which extends from Thomasville, Ga., southward toward the Gulf Coast; the Charlotte Harbor & Northern Railroad, from Boca Grande to Arcadia, and the Greenville Southern Railway.

During the year, upon order of the Commission, depots have been constructed at Crystal River, Bell, Campville, Falmouth and Quincy. Additions and improvements have been made to the depots at Jasper, Island Grove and Archer. Through correspondence the Commissioners have secured the construction of depots at Lake Bird, Raleigh and Brownville. Additions and improvements have been secured at Yulee and Auburndale. Orders have been made requiring the construction of depots at Madison, Dukes, Plant City and Live Oak.

#### SEPARATE WAITING ROOMS.

Upon recommendation of the Railroad Commission the last Legislature enacted a law requiring separate waiting rooms for whites and negroes at all their stations in Florida. There were a number of stations on each of the roads which had only one waiting room. The work of providing additional waiting rooms at these stations is now nearly completed.

#### SEPARATE PASSENGER COACHES.

In their last report the Commissioners recommended the enactment of a valid law providing that trains should have separate passenger coaches for white and negro passengers. Such bills were introduced into both the Senate and the House of Representatives, and each body passed the bill before it—neither, however, passed the bill certified to it by the other, and so both bills died on the calendar at the close of the session.

#### CLASSIFICATION.

From time to time the Commissioners' attention has been directed to changes that should be made in the Classification. The rate on some articles has been found to be unjust as compared with the rate on other similar

articles. During the year a change was made in the Classification of Artificial Stone and in the Classification of Woven Wire Fencing over 16 gauge in carload lots. The change made a reduction in rates on both of these articles.

#### RULES.

Several amendments to the Rules and Regulations of the Commission were found to be necessary, and were made during the year. Rules 9, 10 and 11 were added to the "Passenger Rules." These rules provide that the depots throughout the State shall be lighted and heated when necessary to the comfort of the traveling public, and that they shall be kept clean and sanitary, and that good drinking water shall be provided in each of them. Also that sufficient coaches shall be kept on passenger trains to provide seats for the passengers, and that when seats are needed that no passenger shall use more than one seat. Upon receipt of proof of the violation of any of these rules or of any of the other rules of the Commission, the company violating the rule will be dealt with in such a manner as seems proper to prevent a further violation. Rule 15 of the Rules Governing the "Transportation of Freight," which relates to the switching of cars, was amended so as to make the switching mandatory. The "General Rules" were amended so as to require the railroads to report all wrecks to the Railroad Commission. A book has been prepared and full data will be kept in the office concerning the number of wrecks and injuries on all the roads during the year.

#### DEMURRAGE.

The railroads of the State having decided to contest the validity of the Demurrage Rules prescribed by the Commission, have ignored all of them, and although they claim the right to collect demurrage from the public when cars are not loaded promptly, they deny the right of the public to collect any demurrage from them on account of their failure to do their duty as public carriers. It is the intention of the Commissioners to use every means within their power to compel the roads to comply with these rules. Several cases are now pending in the courts, in which the question whether the Railroad Commission has the authority to prescribe reciprocal Demurrage Rules will be tested.

## CLAIMS.

The Railroad Commission will handle claims for over-charges on all State shipments and will require the prompt payment of same. The Railroad Commission's rule requires that such claims be paid within thirty days.

The last Legislature enacted a law which requires the Transportation Companies to pay claim for loss and damage to State shipments within sixty days, else upon suit being entered and recovery had, claimant would recover the amount of his damages with 50 per cent interest per annum and attorney's fees. The Commissioners hope and believe that if claimants will take advantage of this new law, the railroads will stop their dilatory practice of the past in handling such claims and settle them more promptly. A copy of this Claim Law can be had by request made to this office.

This Commission has no jurisdiction whatever over claims for Interstate shipments. If at any time shippers believe that they are overcharged on an Interstate shipment, if they will write the Interstate Commerce Commission at Washington, D. C., and forward their papers to that body, they will be informed whether or not they have been overcharged, and if so—how much.

The amended Interstate Commerce Commission Act makes the initial line responsible for the safe delivery of shipments to destination, so that in case of Florida fruits and vegetables damaged in transit to the Northern markets, claimants need not ascertain on which of the roads the damage occurred; they can simply bring suit against the road to which they delivered their freight. Section 8 of the Interstate Commerce Commission Act allows attorneys' fees in case of suit brought on account of any violation of the Interstate Commerce Commission Act. A copy of the Interstate Commerce Act may be had by writing to either this office or to the Interstate Commerce Commission at Washington, D. C.

The Railroad Commissioners of this State will be glad to give information and do everything within their power at any time to assist in settlement of claims.

## FINES.

The fines imposed during the year are in detail as follows:

\$100.00 on the Seaboard Air Line Railway for failure to

bulletin delayed passenger train at Yulee. Fine reduced \$50.00 and paid.

\$1000.00 on the Seaboard Air Line Railway for refusal to transport lumber for the Brown Lumber Company, Abbott. Suit is pending in the courts to compel payment of the fine.

\$1,500.00 on the Atlantic Coast Line Railroad Company for failure to pay demurrage claim, based on Rule No. 8, of S. S. Goffin, Pasco. Suit is pending to compel payment of the fine.

\$100.00 on the Seaboard Air Line Railway for refusal to transport carload of Artificial Stone for Child Bros., Tallahassee.

\$200.00 on Seaboard Air Line Railway for failure to keep depot open for reception of freight of the W. B. Johnson Company, Jacksonville. Fine reduced to \$150.00 and paid.

\$200.00 on the Atlantic Coast Line Railroad Company for failure to keep depot open for reception of freight of the W. B. Johnson Company, Jacksonville. Fine was paid.

\$1,500.00 on the Seaboard Air Line Railway for refusal to transport lumber for the Bradford Lumber Company, Lawtey. Suit is pending in the courts to compel payment.

\$150.00 on the Atlantic Coast Line Railroad Company for failure to bulletin delayed passenger train at Ybor City. Fine was paid.

\$3,000.00 on the Seaboard Air Line Railway for failure to transport lumber for the Bradford Lumber Company, Lawtey. Suit is pending in the courts to compel payment.

\$325.00 on the Atlantic Coast Line Railroad Company for failure to pay demurrage claim, based on Rule No. 11, of W. B. Johnson Co., Jacksonville. Suit is now pending in the courts to compel payment.

\$875.00 on the Atlantic Coast Line Railroad Company for failure to pay demurrage claim, based on Rule No. 11,

of Baker & Holmes Co., Jacksonville. Suit is now pending in the courts to compel payment.

\$250.00 on the Seaboard Air Line Railway for failure to pay demurrage claim, based on Rule No. 11, of Rosser & Fitch. Suit is pending in the courts to compel payment.

\$500.00 on the Seaboard Air Line Railway for failure to pay demurrage claim, based on Rule No. 11, of the W. B. Johnson Co. Suit is pending in the courts to compel payment.

\$350.00 on the Seaboard Air Line Railway for failure to pay demurrage claim, based on Rule No. 11, of the C. B. VanDeman Co., Jacksonville. Suit is pending in the courts to compel payment.

\$1,800.00 on the Seaboard Air Line Railway for failure to pay demurrage claim, based on Rule No. 19, of E. J. Blume & Co., Live Oak. Suit pending in the courts to compel payment.

\$1000.00 on the Atlantic Coast Line Railroad Company for failure to pay demurrage claim, based on Rule No. 19, of W. R. Thomas, Gainesville. Suit is pending in the courts to compel payment.

\$500.00 on the Southern Railway for failure to pay demurrage claim, based on Rule No. 11, of C. W. Zaring Co. Suit pending in the courts to compel payment.

\$100.00 on Seaboard Air Line Railway for failure to transport lumber for Olliff & Cook.

\$150.00 on the Southern Express Company for failure to transport pears for George R. Smith of Fruitland Park. Suit pending in courts to compel payment.

\$625.00 on the Seaboard Air Line Railway for failure to pay demurrage claim, based on Rule No. 11, of the W. B. Johnson Co., Jacksonville. Suit pending in the courts to compel payment.

\$1,500.00 on the Seaboard Air Line Railway for failure to comply with routing instructions on shipments of J. Jordon Pearce.

\$250.00 on the Seaboard Air Line Railway for failure to file contract and agreement relative to car per diem.

\$250.00 on the Atlantic Coast Line Railroad Company for failure to file contract and agreement relative to car per diem.

\$250.00 on the Florida East Coast Railway Company for failure to file contract and agreement relative to car per diem.

\$250.00 on the Georgia Southern and Florida Railway Company for failure to file contract and agreement relative to car per diem.

The fine of \$300.00 imposed on the Seaboard Air Line Railway for failure to transport wood for Nathan B. Hartsfield, as shown in the last Annual Report, was reduced to \$150.00 and paid on June 3rd, 1907.

SALARIES AND EXPENSES OF RAILROAD COM-  
MISSION OF FLORIDA FOR THE YEAR  
ENDING DECEMBER 31, 1907.

Three Commissioners .....	\$ 7,479.48
Secretary .....	1,275.00
Counsel (portion of year).....	1,359.08
Inspecting Engineer (portion of year).....	525.00
Stenographer .....	841.50
Janitor .....	240.00
Legal Expenses .....	1,332.35
Stationery .....	102.40
Printing .....	811.25
Postage .....	327.96
Freight and Drayage.....	13.07
Auditing Accounts of Railroads .....	1,332.40
File Cases .....	50.00
Ice Tickets .....	10.00
Copy Florida Business Directory.....	5.00
Copy General Statutes .....	5.00
Telegraph and Telephone.....	128.98

Transportation .....	1,094.99
Incidentals .....	.35
	<hr/>
	\$16,933.81

Respectfully submitted.

R. HUDSON BURR, Chairman.

JOHN L. MORGAN,

NEWTON A. BLITCH,

Commissioners.

ROYAL C. DUNN, Secretary.

February 26, 1908.

Office of the Counsel for the  
Railroad Commissioners.

Hons. R. Hudson Burr, Chairman;

John L. Morgan,

Newton A. Blitch,

Railroad Commissioners of the State of Florida.

DEAR SIRS:

In accordance with your request, I submit a statement of the litigation in which the Railroad Commission is interested, since June 12, 1907, when I took charge of its legal department.

On June 15, 1907, Attorney General Ellis turned over to me five cases which he had brought in the Circuit Court of Leon County in the name of the State against the Seaboard Air Line Railway, and four cases in the Circuit Court of Gadsden County against the Atlantic Coast Line Railroad Company. All these suits were to recover penalties affixed by you against these railroads for neglecting or refusing to transport freight in violation of Rule 3 of your Rules Governing the Transportation of Freight, which provides in effect, that no railroad company shall refuse to act as common carrier to transport any article proper for transportation. These cases all stand for argument on demurrer either to the declarations or to the pleas, and have not been called up for argument by me for the reason hereinafter stated.

The Attorney General at the same time turned over the case of The Colonial Trust Company of New York vs. Florida East Coast Railway Company, and the Railroad Commissioners, which is a bill in chancery in the United States Circuit Court for the Southern District of Florida to restrain the enforcement of your order for a straight

passenger rate of three cents per mile on that road north of Homestead. The Florida East Coast Railway Company, nominal defendant, answered, admitting all the facts alleged in the bill, and also filed a cross-bill against the Colonial Trust Company and the Railroad Commissioners to obtain relief from the three-cent rate. I have filed your answers to both the original bill and the cross-bill, and the case is now ready for the taking of testimony before a Master in Chancery. My investigations into the case develop the facts that in December, 1902, the Florida East Coast Railway announced a voluntary reduction of its passenger fares to three cents per mile. In many instances, however, more than the three-cent rate was charged, as between Jacksonville and St. Augustine, and between Jacksonville and points south of Palatka. These arbitrary rates having been called to your attention, you issued an order requiring the railway company to abolish them by putting into effect a straight three-cent rate. Instead of attempting to restrain the Commission from abolishing the arbitraries, the railway company, desiring to get rid of the three-cent rate altogether and to operate a four-cent rate, collusively procured the Colonial Trust Company, as trustee for the only bondholder (who also owns the railway), to file the bill for the practical purpose of obtaining a four-cent per mile rate, which, of course, the railway company, by reason of having made a voluntary reduction, was not in position safely to do.

The Attorney General further turned over to me copies of the records, or of portions of the records, in the cases of the Louisville & Nashville Railroad Company against the Railroad Commissioners, which is a suit to enjoin a three-cent passenger rate, and of the Atlantic Coast Line Railroad Company, the Louisville & Nashville Railroad Company, the Seaboard Air Line Railway and the Georgia Southern & Florida Railway Company against the Railroad Commissioners, which are suits to restrain the enforcement of your order reducing certain freight rates.

These cases, which are all pending in the United States Circuit Court for the Northern District of Florida, have not yet formally come into my hands, as they had been conducted by other special counsel who were retained long prior to my appointment. I may say in this connection, however, that the Supreme Court of the United States has had under consideration for several months, without yet reaching a decision, questions which may bear very materially upon the future conduct of these cases.

I have brought fifteen suits against railroad companies in the name of the State to recover penalties affixed by you in violation of your rules; one case for the recovery of demurrage for failure to move loaded cars, and one for overcharges on transportation of phosphate rock. These cases are now pending at various stages in the Circuit Courts of Orange, Duval, Jefferson and Alachua Counties. The several railroad companies defendant are the Atlantic Coast Line, the Seaboard and the Southern. The suits for the penalties are brought under Freight Rule 3, to which I have already referred, and under Demurrage Rules 8, 11 and 19. These latter rules provide for payment to the shipper of demurrage for (8) not hauling loaded cars; (11) not placing them for unloading in an accessible place, and (19) delay in transportation.

The railroad companies vigorously deny the validity of Freight Rule 3 and of all Demurrage Rules, which require payment of demurrage to the shipper, although they exact demurrage from him. On November 26 and 27, 1907, a full argument was made at Kissimmee before the Hon. Miner S. Jones, Circuit Judge, on the validity of these rules; Hon. George P. Raney, Hon. W. E. Key and Hon. W. A. Carter representing the defendant railroad companies, and I representing, through you, The State of Florida. Judge Jones has not yet rendered his decision on this important matter. It seemed useless and needlessly expensive to press cases involving the same questions in the other Circuits, and therefore such other cases have been held up until final determination of those arising in the Seventh Circuit.

I found that in the mandamus cases of the State of Florida against the Atlantic Coast Line Railroad Company and the Seaboard Air Line Railway relating to phosphate rates, and to rates on the West Shore Railroad, which were affirmed by the Supreme Court of the United States in favor of the State, no peremptory writs of mandamus had been issued out of the Supreme Court of Florida.

On notifying the Counsel for these railroads that I intended to have such writs issued, they agreed to a waiver of the peremptory writ, and a return that they were obeying the order of the court.

In connection with this matter of phosphate rates which you, as Commissioners, can control only, of course, as to shipments within the State, I believe the railroad companies are claiming as inter-state and foreign, many

shipments which fall directly within your jurisdiction as intra-State shipments. For a long time there was some authority for supposing that if a shipper consigned goods from one point to another within the same State, with the intention of making a re-shipment at the point of destination to some further point in another State or in a foreign country, such original shipment was an inter-state or foreign shipment, as the case might be, and that even as between the points in the same State, it was without the jurisdiction of the State Railroad Commission. The unsoundness of this view has been demonstrated by the Supreme Court of the United States in *Gulf, Colorado & Santa Fe Railway Co. vs. Texas*, 204 U. S. 403, decided February 25, 1907, which practically holds that the character of the shipment must be determined from the original contract for transportation, and not by the intention of the shipper. So long as the case remains the law, you will be entitled to regard shipments made from points in this State to other points in the same, whether ports or not, under bills of lading so reading, as State shipments and within your jurisdiction.

The Seaboard Air Line Railway on January 3, 1908, passed under the charge of receivers appointed, so far as Florida is concerned, by Judge Pardee, U. S. Circuit Judge of the Fifth Judicial Circuit of the United States. This appointment will have two possible effects upon your relations with the Seaboard Air Line Railway. First, the delay, such as the appointment of receivers always causes, in the execution of orders already made against the railway company; and second, a change in the method of enforcing your orders, namely, from that of mandamus in the State Courts, to an application to the United States Court requesting it to order its receivers to conform to the order of the Railroad Commission. I advise you in this connection that the Act of Congress of March 3, 1887, by its second section, requires "that whenever in any cause pending in any court of the United States there shall be a receiver or manager in possession of any property, such receiver or manager shall manage and operate such property according to the requirements of the valid laws of the State in which such property shall be situated, in the same manner as the owner or possessor thereof would be bound to do, if in possession thereof."

The Counsel for the Seaboard has informed me that the receivers will become parties defendant to all these State  
2—RRCom

causes which were pending at the time of their appointment.

This concludes a statement of all the litigation in this office, but does not take into account the other daily legal services rendered you.

Yours respectfully,

(Signed) LOUIS C. MASSEY,  
Counsel.

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Messrs. R. Hudson Burr,  
John L. Morgan,  
Newton A. Blitch,  
Railroad Commissioners,  
Tallahassee, Fla.

GENTLEMEN:

I have the honor to submit herewith my annual report for the year ending February 29th, 1908; that is, for the eight months from the time of my appointment, beginning July 1st, 1907.

My duties, as outlined by your Honorable Body, were to take up first the Estimate of Cost of Reproduction of the lines of the L. & N. Railroad in Florida and of their terminals in Pensacola. The railroad company had submitted an estimate made by their engineers in 1903; to check this and obtain information that they could not furnish, it was necessary for me to go over these lines on foot, and make notes from which I could determine approximately the number of cubic yards in embankments and excavations, also bills of material in bridges and culverts, buildings and all items that are included in the cost of construction.

To assist me in this work, the Engineer's Office at Louisville furnished, upon request from the Commissioners, standard plans of trestles, buildings, etc., maps showing all terminal property in Pensacola, date of purchase and price paid, plans showing all tracks in terminal property, plans of all wharves and plans of building on wharves. This information was of great assistance and facilitated the work I had to do. The result of my investigation and estimates have been made known to you.

I find in going over the P. & A. Division that some betterments to the property have been made since their estimate was submitted. One item in estimate was for 100 miles of 50-lb rail; this was being renewed with 70-lb rail, and at the time I was on the road, about sixty-five

miles of 50-lb rail had been taken out, several new station buildings had been put up, combination passenger and freight buildings at Marianna, Cottondale and Aycock, and a great increase in miles of right-of-way fences.

The roadbed on this division I find in good condition. The track was in fairly good surface. In some places I noted rotten ties, but in no place bad enough to be considered dangerous, and there was an abundance of ties along the line of road for renewals, also lumber at different places along the road for any necessary repairs to trestles. On curves they were putting tie plates on all ties and also on cypress ties where they occur on tangents.

PENSACOLA DIVISION—From Pensacola to Flomaton; distance 44.45 miles. The roadway and track was in good condition. The track is laid with 70-lb rail, ballasted with rock and in good surface. Tie plates are used on all ties on curves, and cypress ties on tangents.

ALABAMA DIVISION—From Graceville to the Florida line; distance 11.83 miles. On this division the roadway and track is not kept up as well as the other lines. In some places roadbed was badly washed by rains and embankments needed widening. The track is laid with 65-lb. rail, and not in good surface except for only a part of the line; also a good many crossties needed to put track in good condition.

After finishing the above work, I made an examination of the trestle across the Ocklocknee River, on that part of the G., F. & A. Ry. between Tallahassee and Carrabelle, afterwards going over the same road from Carrabelle to the Georgia line and the branch line from Havana to Quincy, making report as to the condition of track and trestles, and of the passenger coaches in service on the different trains.

Taking up next the Seaboard Air Line Ry. from Tallahassee to Baldwin and Baldwin to Fernandina, I made a preliminary examination and report on same, with the view of going over these lines later and making a report in detail, also a trip to Monticello, making an examination as to the conditions existing there and at Drifton.

My next work was the West Shore Railway, from Turkey Creek to Sarasota. I went over this road on foot all but a few miles, and made a report as to the condition of track and trestles and recommendations as to repairs of same.

I have submitted reports and recommendations after

each examination or inspection. Copies of these can be found on file in the office.

Respectfully yours,  
(Signed) FRANK P. DAMON,  
Inspecting Engineer.

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RULING NO. 1.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

FREE PASSES, AND SALE OF TICKETS ON CREDIT.

Numerous inquiries having been made of the Railroad Commissioners of the State of Florida whether they will permit common carriers to issue free passes to persons other than those named in the Railroad Commission law; and also whether common carriers may issue tickets or mileage books at the regular rate to publishers of newspapers and others rendering services on credit to such common carriers by publication of schedules or otherwise and charge the same to such persons, settlement in money to be made at stated periods by the party owing the balance of the account, the Railroad Commissioners think proper to make general rulings on these subjects for the information of the common carriers and of the public.

They rule, therefore:

1. That they have no authority to authorize the issuing of free passes to any other persons than those named in Section 2919 of the General Statutes of the State.

2. That common carriers have no right to issue free passes to any other persons than those named in that section. Those persons are:

(a) Destitute or homeless persons transported by charitable societies, and the necessary agents employed in such transportation.

(b) Their own officers or employees, and their immediate families dependent upon them.

(c) Officers and employees of other railroad companies who give like passes in exchange to the railroad company issuing such passes.

(d) Persons in charge of livestock shipped from point of shipment to destination and return; but in such case there must be no discrimination among persons.

3. That tickets or mileage books cannot be sold on credit whether by way of mutual accounts or otherwise. A principal object of the Railroad Commission law is to prevent discrimination. Such sales are in themselves discriminations, and may lead to further discriminations. The Railroad Commissioners see no reason why persons rendering services to a common carrier, but not connected therewith, should not be paid for their services in the ordinary manner, and should not pay for their tickets and mileage books, when received, like the general public.

Made by the Railroad Commissioners of the State of Florida in session, at their office in the City of Tallahassee, Florida, this 18th day of January, A. D. 1908.

R. HUDSON BURR, Chairman.

Attest: R. C. DUNN, Secretary.

## **APPENDIX A.**

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### **ORDERS.**

# **ORDERS.**

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**ORDER NO. 148.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF CHARGES PREFERRED BY  
E. A. POLLY AGAINST THE SEABOARD AIR LINE  
RAILWAY FOR VIOLATING RULE NO. 6 OF THE  
"RULES GOVERNING THE TRANSPORTATION OF  
FREIGHT" PRESCRIBED BY THE RAILROAD  
COMMISSIONERS OF THE STATE OF FLORIDA  
UNDER CHAPTER 4700, LAWS OF FLORIDA.**

Whereas, charges were made before the Railroad Commissioners of the State of Florida by E. A. Polly, that the Seaboard Air Line Railway, a railroad corporation, by its officers, agents and employees did, on the 22nd day of February, A. D. 1907, and on divers days preceding said date, decline and refuse to act as a common carrier to transport lumber from Polly's mill siding, a siding on the said railway in Florida, offered to the said railroad corporation by the said E. A. Polly for transportation; whereby and by such declination and refusal by the railroad corporation to act as a common carrier the said railroad corporation violated and disregarded Chapter 4700 of the Laws of Florida and Rule No. 3 of the "Rules Governing the Transportation of Freight" as prescribed by the Railroad Commission, which rule is as follows:

"No railroad company shall decline or refuse to act as a common carrier to transport any article proper for transportation, and a failure to transport such article within a reasonable time after the same has been offered for transportation, shall be deemed a violation of this Rule."

Whereas, Ten days' notice of the said charges of said violation and disregard of said law and said rule by the said railroad corporation was given to the said Seaboard Air Line Railway by the said Railroad Commissioners aforesaid, and after the expiration of said ten days' notice the said Seaboard Air Line Railway was heard by the said

Railroad Commissioners upon said charges, the Railroad Commissioners determined and found that the said Seaboard Air Line Railway, a railroad corporation, did, on the said 22nd day of February, A. D. 1907, violate and disregard said Rule No. 3 as prescribed by the said Railroad Commissioners by then and there declining and refusing to act as a common carrier to transport lumber from Polly's mill siding, a siding on the line of said railroad in Florida, which said lumber was duly offered by the said E. A. Polly to the Seaboard Air Line Railway for transportation.

Now, therefore, the Railroad Commissioners of the State of Florida do hereby find and adjudge that the Seaboard Air Line Railway has been guilty of a violation of Rule No. 3 of the "Rules Governing the Transportation of Freight" as prescribed by the Railroad Commissioners of the State of Florida and by such violation has incurred a penalty which is hereby fixed and imposed at the sum of Five Hundred Dollars (\$500.00), and the said Railroad Commissioners order and adjudge that you, the Seaboard Air Line Railway, a railroad corporation, for your said offense do pay promptly the sum of Five Hundred Dollars to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, in session, at their office in the City of Tallahassee, Florida, this the 16th day of March, A. D. 1907.

(Signed) J. L. MORGAN, Acting Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO 149.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
THE FLORIDA LAND COMPANY AGAINST THE  
SEABOARD AIR LINE RAILWAY FOR VIOLAT-  
ING RULE NO. 3 OF THE "RULES GOVERNING  
THE TRANSPORTATION OF FREIGHT" PRE-  
SCRIBED BY THE RAILROAD COMMISSIONERS  
OF THE STATE OF FLORIDA UNDER CHAPTER  
4700, LAWS OF FLORIDA.

This matter coming on for a hearing after due notice to the Seaboard Air Line Railway on March 16th, 1907,

the complainant having made application to the Railroad Commissioners for permission to withdraw the charges against the said railway, and permission having been granted,

IT IS ORDERED AND ADJUDGED that the case be and the same is hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida, in session, at their office in the City of Tallahassee, Florida, this the 25th day of March, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 150.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY S. S. GOFFIN AGAINST THE ATLANTIC COAST LINE RAILROAD COMPANY FOR VIOLATING RULE NO. 3 OF THE "RULES GOVERNING THE TRANSPORTATION OF FREIGHT" PRESCRIBED BY THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA UNDER CHAPTER 4700, LAWS OF FLORIDA.

This matter coming on this day to be heard after due notice to the Atlantic Coast Line Railroad Company, and the complainant having made application to the Railroad Commissioners that he be allowed to withdraw his charges against the said railroad company, and permission having been granted,

IT IS ORDERED AND ADJUDGED that the case be and the same is hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 28th day of March, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

**ORDER NO. 151.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

IN THE MATTER OF CHARGES PREFERRED BY  
GANAHL & SAUSSY AGAINST THE ATLANTIC  
COAST LINE RAILROAD COMPANY FOR VIO-  
LATING RULE NO. 11 OF THE DEMURRAGE  
RULES PRESCRIBED BY THE RAILROAD COM-  
MISSIONERS OF THE STATE OF FLORIDA  
UNDER CHAPTER 4700, OF THE LAWS OF  
FLORIDA.

This matter coming on this day to be heard after due notice to the Atlantic Coast Line Railroad Company and the complainant having failed to appear,

IT IS ORDERED AND ADJUDGED that the case be and the same is hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, on this the 28th day of March, A. D. 1907.

(Signed)      R. HUDSON BURR, Chairman.  
Attest:      (Signed)      R. C. DUNN, Secretary.

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**ORDER NO. 152.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

IN THE MATTER OF CHARGES PREFERRED BY  
T. H. WALLIS ET AL. AGAINST THE ATLANTIC  
COAST LINE RAILROAD COMPANY FOR VIO-  
LATING RULE NO. 6 OF THE "RULES GOVERN-  
ING THE TRANSPORTATION OF PASSENGERS."

This matter coming on this day to be heard after due notice to the Atlantic Coast Line Railroad Company, and the complainant having failed to appear,

IT IS ORDERED AND ADJUDGED that the case be and the same is hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City

of Tallahassee, Florida, this the 28th day of March,  
A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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**ORDER NO. 153.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF DEPOT FACILITIES AT CRY-  
TAL RIVER.**

This matter coming on this day to be heard after due notice to the Atlantic Coast Line Railroad Company, the railroad company being represented by Mr. Morton Riddle, General Superintendent, and the Commissioners having heard the representative of the railroad company and being fully advised in the premises,

IT IS ORDERED AND ADJUDGED that you, the Atlantic Coast Line Railroad Company, construct at Crystal River, Florida, a freight and passenger depot, the same to be constructed on or before the 1st day of July, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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**ORDER NO. 154.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF IMPROVED DEPOT FACILI-  
TIES AT JASPER.**

This matter coming on this day to be heard after due notice to the Atlantic Coast Line Railroad Company, and R.A. Brand, General Superintendent, representing the said railroad company, and Mr. D. B. Johnson, representing citizens of Jasper, having been present and heard by the Railroad Commissioners, and the Commissioners being fully advised in the premises,

IT IS ORDERED that you, the Atlantic Coast Line Railroad Company, enlarge and improve your passenger depot at Jasper, Florida, by adding ten feet to your waiting rooms and by the construction of necessary closets, the same to be completed on or before the first day of June, A. D. 1907.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 28th day of March, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO 155.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
J.Q. BRANTLEY AGAINST THE ATLANTIC COAST  
LINE RAILROAD COMPANY FOR VIOLATION OF  
RULE NO. 11 OF THE "DEMURRAGE RULES"  
UNDER CHAPTER 4700, LAWS OF FLORIDA.

This matter coming on this day to be heard after due notice to the Atlantic Coast Line Railroad Company, and the complainant having failed to appear,

IT IS ORDERED AND ADJUDGED that the case be and the same is hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, on this the 28th day of March, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

ORDER NO. 156.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF FREIGHT AND PASSENGER  
RATES FOR THE APALACHICOLA NORTHERN  
RAILROAD COMPANY.

This matter coming on this day to be considered upon application of the Apalachicola Northern Railroad Company for an Order of the Railroad Commission prescribing a schedule of freight and passenger rates for the use of said railroad company, and the Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the following schedule of freight and passenger rates be allowed and prescribed for the Apalachicola Northern Railroad Company, and the same shall be put in operation by said railroad company and be effective at once.

See Appendix.

PASSENGER RATES:

Straight fare, 4 cents per mile.

Round-trip tickets good for five days, exclusive of day of sale, 3 cents per mile.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 28th day of March, A. D. 1907.

(Signed)                  R. HUDSON BURR, Chairman.  
Attest: (Signed)            R. C. DUNN, Secretary.

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ORDER NO. 157.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF THE ESTABLISHMENT OF AN  
AGENCY AT BLANTON, FLORIDA.

This matter coming on this day to be heard after due

notice to the Atlantic Coast Line Railroad Company, and Mr. Morton Riddle, Genral Superintendent of said railroad, having been present and heard by the Railroad Commissioners, and the said Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED that you, the Atlantic Coast Line Railroad Company, establish an agency at Blanton, Florida, on or before the 15th day of April, A. D. 1907.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 28th day of March, A. D. 1907.

(Signed)      R. HUDSON BURR, Chairman.  
Attest:    (Signed)      R. C. DUNN, Secretary.

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#### ORDER NO. 158.

#### OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES AGAINST THE SEABOARD AIR LINE RAILWAY FOR VIOLATION OF RULE NO. 6 OF THE "RULES GOVERNING THE TRANSPORTATION OF PASSENGERS" PRESCRIBED BY THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA FOR FAILURE TO POST NOTICE OF DELAYED TRAIN AT YULEE, FLORIDA.

This matter coming on this day to be heard by the Railroad Commissioners after due notice to the Seaboard Air Line Railway of charges that the Seaboard Air Line Railway had been guilty of violation and disregard of the provision of Chapter 4700 of the Laws of Florida and Rule No. 6 of the "Rules Governing the Transportation of Passengers" prescribed by the Railroad Commissioners of the State of Florida, in that they failed on the 28th day of February, A. D. 1907, to post notice of delayed passenger train No. 31, said train being more than thirty minutes late at Yulee, Florida; and the said Seaboard Air Line Railway having been represented by G. P. Raney, Esq., and W. A. Witt, Superintendent, and the complainants by H. N. Sasnett, and the Commissioners having

heard the testimony of the representatives of the railroad and the complainants, and being satisfied therefrom that the said Seaboard Air Line Railway is guilty of violating said Rule No. 6 as charged, and has, therefore, incurred a penalty for said violation,

IT IS HEREBY ORDERED AND ADJUDGED that a fine of One Hundred Dollars (\$100.00) be and the same is hereby fixed and imposed on the Seaboard Air Line Railway for violation of Rule No. 6 at Yulee, Florida, on the 28th day of February, A. D. 1907.

And you, the Seaboard Air Line Railway, are hereby required to promptly pay the sum of One Hundred Dollars (\$100.00) into the Treasury of the State of Florida in accordance with the law.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 29th day of March, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO 159.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
THE BROWN LUMBER COMPANY AGAINST THE  
SEABOARD AIR LINE RAILWAY FOR VIOLAT-  
ING RULE NO. 3 OF THE "RULES GOVERNING  
THE TRANSPORTATION OF FREIGHT" PRE-  
SCRIBED BY THE RAILROAD COMMISSIONERS  
OF THE STATE OF FLORIDA UNDER CHAPTER  
4700, LAWS OF FLORIDA.

Whereas, charges were made before the Railroad Commissioners of the State of Florida by H. A. Brown and W. D. Brown, doing business under the firm name and style of The Brown Lumber Company, that the Seaboard Air Line Railway, a railroad corporation, by its officers, agents and employees, did on the 10th day of January,

notice to the Atlantic Coast Line Railroad Company, and Mr. Morton Riddle, General Superintendent of said railroad, having been present and heard by the Railroad Commissioners, and the said Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED that you, the Atlantic Coast Line Railroad Company, establish an agency at Blanton, Florida, on or before the 15th day of April, A. D. 1907.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 28th day of March, A. D. 1907.

(Signed)                    R. HUDSON BURR, Chairman.  
Attest: (Signed)            R. C. DUNN, Secretary.

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#### ORDER NO. 158.

#### OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES AGAINST THE SEABOARD AIR LINE RAILWAY FOR VIOLATION OF RULE NO. 6 OF THE "RULES GOVERNING THE TRANSPORTATION OF PASSENGERS" PRESCRIBED BY THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA FOR FAILURE TO POST NOTICE OF DELAYED TRAIN AT YULEE, FLORIDA.

This matter coming on this day to be heard by the Railroad Commissioners after due notice to the Seaboard Air Line Railway of charges that the Seaboard Air Line Railway had been guilty of violation and disregard of the provision of Chapter 4700 of the Laws of Florida and Rule No. 6 of the "Rules Governing the Transportation of Passengers" prescribed by the Railroad Commissioners of the State of Florida, in that they failed on the 28th day of February, A. D. 1907, to post notice of delayed passenger train No. 31, said train being more than thirty minutes late at Yulee, Florida; and the said Seaboard Air Line Railway having been represented by G. P. Raney, Esq., and W. A. Witt, Superintendent, and the complainants by H. N. Sasnett, and the Commissioners having

heard the testimony of the representatives of the railroad and the complainants, and being satisfied therefrom that the said Seaboard Air Line Railway is guilty of violating said Rule No. 6 as charged, and has, therefore, incurred a penalty for said violation,

IT IS HEREBY ORDERED AND ADJUDGED that a fine of One Hundred Dollars (\$100.00) be and the same is hereby fixed and imposed on the Seaboard Air Line Railway for violation of Rule No. 6 at Yulee, Florida, on the 28th day of February, A. D. 1907.

And you, the Seaboard Air Line Railway, are hereby required to promptly pay the sum of One Hundred Dollars (\$100.00) into the Treasury of the State of Florida in accordance with the law.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 29th day of March, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO 159.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
THE BROWN LUMBER COMPANY AGAINST THE  
SEABOARD AIR LINE RAILWAY FOR VIOLAT-  
ING RULE NO. 3 OF THE "RULES GOVERNING  
THE TRANSPORTATION OF FREIGHT" PRE-  
SCRIBED BY THE RAILROAD COMMISSIONERS  
OF THE STATE OF FLORIDA UNDER CHAPTER  
4700, LAWS OF FLORIDA.

Whereas, charges were made before the Railroad Com-  
missioners of the State of Florida by H. A. Brown and  
W. D. Brown, doing business under the firm name and  
style of The Brown Lumber Company, that the Seaboard  
Air Line Railway, a railroad corporation, by its officers,  
agents and employees, did on the 10th day of January,

1907, and on divers days preceding said date, decline and refuse to act as a common carrier to transport certain lumber from Abbott, Florida, a station on the said railway in Florida, offered to the said railroad corporation by the said The Brown Lumber Company for transportation; whereby and by such declination and refusal by the railroad corporation to act as a common carrier the said railroad corporation violated and disregarded Chapter 4700 of the Laws of Florida and Rule No. 3 of the "Rules Governing the Transportation of Freight," as prescribed by the Railroad Commissioners of the State of Florida, which rule is as follows:

"No railroad company shall decline or refuse to act as a common carrier to transport any articles proper for transportation and a failure to transport such article within a reasonable time after the same has been offered for transportation shall be deemed a violation of this rule."

Whereas, ten days' notice of the said charges of said violation and disregard of said law and said rule by the said railroad corporation was given to the said Seaboard Air Line Railway by the said Railroad Commissioners aforesaid, and after the expiration of said ten days' notice the said Seaboard Air Line Railway were heard by the said Railroad Commissioners upon said charges, and after having heard the said Seaboard Air Line Railway upon said charges, the said Railroad Commissioners determined and found that the said Seaboard Air Line Railway, a railroad corporation, did, on the said 10th day of January, A. D. 1907, violate and disregard said Rule No. 3 as prescribed by the said Railroad Commissioners by then and there declining and refusing to act as a common carrier to transport lumber from Abbott, Florida, a station on the line of said railway, which said lumber was duly offered by the said The Brown Lumber Company to the Seaboard Air Line Railway for transportation.

Now, therefore, the Railroad Commissioners of the State of Florida, do hereby Find and Adjudge that the Seaboard Air Line Railway has been guilty of a violation of Rule No. 3 of the "Rules Governing the Transportation of Freight" as prescribed by the Railroad Commissioners of the State of Florida and by such violation has incurred a penalty, which is hereby fixed and imposed at the sum of One Thousand Dollars (\$1,000.00), and that the said Railroad Commissioners order and adjudge that you, the

Seaboard Air Line Railway, a railroad corporation, for your said offense do pay promptly the sum of One Thousand Dollars (\$1,000.00) to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, in session, at their office in the City of Tallahassee, Florida, this the 15th day of April, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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**ORDER NO. 160.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF DEPOT FACILITIES AT  
ISLAND GROVE, FLORIDA.**

This matter coming on this day to be heard after due notice to the Seaboard Air Line Railway, and the said railway being represented by W. J. Jenks, Superintendent, and G. P. Raney, Esq., and the Commissioners having heard the representatives of the said railway and being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that you, the Seaboard Air Line Railway, enlarge and improve your depot at Island Grove, Florida, by the addition of two waiting rooms, one for white and one for colored passengers, and by repairing the depot, the same to be completed on or before the 15th day of June, A. D. 1907.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 15th day of April, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

**ORDER NO. 161.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.****IN THE MATTER OF FREIGHT AND PASSENGER  
RATES FOR THE TAMPA NORTHERN RAILROAD  
COMPANY.**

This matter coming on this day to be considered upon application of the Tampa Northern Railroad Company for an Order of the Railroad Commission prescribing a schedule of freight and passenger rates for the use of said railroad company, and the Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the following schedule of freight and passenger rates be allowed and prescribed for the Tampa Northern Railroad Company, and the same shall be put into operation by said railroad company and be effective at once:

See Appendix.

**PASSENGER RATES:**

Straight fare, 4 cents per mile.

Round-trip tickets, good for five days, exclusive of day of sale. 3 cents per mile.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 24th day of April, A. D. 1907.

(Signed)      R. HUDSON BURR, Chairman.  
Attest: (Signed)      R. C. DUNN, Secretary.

**ORDER NO. 162.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF CHARGES PREFERRED  
AGAINST THE SEABOARD AIR LINE RAILWAY  
BY THE ELECTRIC LIGHT PLANT OF TALLAHAS-  
SEE FOR VIOLATION OF RULE NO. 21 OF THE  
"RULES GOVERNING THE TRANSPORTATION OF  
FREIGHT" OF THE RAILROAD COMMISSION BY  
FAILURE TO PAY OVERCHARGE CLAIM.**

This matter coming on to be heard after due notice to the Seaboard Air Line Railway, and the claim having been paid by said railway,

**IT IS HEREBY ORDERED AND ADJUDGED that  
the charges against the Seaboard Air Line Railway for  
violation of Rule No. 21 of the "Rules Governing the  
Transportation of Freight" be and the same are hereby  
dismissed.**

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 16th day of April, A. D. 1907.

Attest:      (Signed)      R. HUDSON BURR, Chairman.  
                        (Signed)      R. C. DUNN, Secretary.

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**ORDER NO. 164.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF DEPOT FACILITIES AND THE  
ESTABLISHMENT OF AN AGENCY AT BELL,  
FLORIDA.**

This matter coming on to be heard on April 15th, 1907, after due notice to the Seaboard Air Line Railway and the Seaboard Air Line Railway having been represented by G. P. Raney, Esq., and W. J. Jenks, Superintendent, and the Commissioners having heard the representatives of the said railway, and being fully advised in the premises,

**IT IS HEREBY ORDERED AND ADJUDGED** that you, the Seaboard Air Line Railway, establish an agency and enlarge the present warehouse to dimensions of not less than 16x30 feet, with covered platform 16x30 feet, and by adding two small waiting rooms and agent's office, at Bell, Florida.

**IT IS FURTHER ORDERED** that said agency shall be established, and changes, additions and improvements to the depot at Bell shall be completed on or before the 3rd day of July, A. D. 1907.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 3rd day of May, A. D. 1907.

(Signed)      R. HUDSON BURR, Chairman.  
Attest:      (Signed)      R. C. DUNN, Secretary.

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**ORDER NO. 165.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF DEPOT FACILITIES AT  
ARCHER, FLORIDA.**

This matter coming on to be heard on April 15th, 1907, after due notice to the Seaboard Air Line Railway, and the said railway being represented by G. P. Raney, Esq., and W. J. Jenks, Superintendent, and the Commissioners having heard the representatives of the said railway and being fully advised in the premises,

**IT IS HEREBY ORDERED AND ADJUDGED** that you, the Seaboard Air Line Railway, enlarge and improve your depot at Archer, Florida, by raising the floors of the passenger waiting rooms and agent's office and by remodeling same if necessary, and by constructing convenient approaches for passengers leaving or boarding trains, and by enlarging the present freight warehouse sufficiently to accommodate all less than carload freight at that station.

It is further ordered that the plans for the changes, additions and improvements herein ordered shall be submitted by the said Seaboard Air Line Railway to the Railroad Commissioners of the State of Florida for their approval on or before the 15th day of May, A. D. 1907.

It is further ordered that said changes, additions and improvements shall be completed within forty-five (45) days after the approval of the plans by the Railroad Commissioners.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 1st day of May, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 166.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF AMENDMENT OF CLASSIFICATION NO. 2, RELATIVE TO LOCOMOTIVES.

This matter coming on this day to be heard after due notice to all the railroad companies and common carriers doing business wholly or in part within the State of Florida, and the said railroad companies and common carriers having been given an opportunity to be heard, and the Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that Classification No. 2 of the Railroad Commissioners of the State of Florida be amended as follows:

By striking out on page 52:

"Attendants in charge of Locomotives, other than Dead Locomotives, may be passed free, but must pay full fare returning.

Locomotives, Dead, must be accompanied by an attendant, who will be passed free and will return free over the same line."

And substituting therefor:

"Caretakers, in charge of Locomotives, must pay full passenger fare.

Locomotives, Dead, on their own wheels, must be attended by a Caretaker."

Done and ordered by the Railroad Commission of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 15th day of May, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 167.

OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

IN THE MATTER OF FINE IMPOSED ON THE SEA-BOARD AIR LINE RAILWAY FOR VIOLATING RULE NO. 3 OF THE "RULES GOVERNING THE TRANSPORTATION OF FREIGHT."

The Seaboard Air Line Railway having handed to the Railroad Commission a voucher in favor of W. V. Knott, State Treasurer, for One Hundred and Fifty Dollars (\$150.00), the fine of Three Hundred Dollars (\$300.00) heretofore imposed by the Railroad Commission upon the said Seaboard Air Line Railway for failure to furnish cars to Nathan B. Hartsfield is hereby reduced, and an entry of satisfaction of such fine is hereby directed to be made upon the Minute Book of the Railroad Commission.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 3rd day of June, 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 168.

OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

IN THE MATTER OF FINE IMPOSED ON THE SEA-BOARD AIR LINE RAILWAY FOR VIOLATING RULE NO. 6 OF THE "RULES GOVERNING THE TRANSPORTATION OF PASSENGERS."

The Seaboard Air Line Railway having handed to the Railroad Commission a voucher in favor of W. V. Knott, State Treasurer, for Fifty Dollars (\$50.00), the fine of

One Hundred Dollars (\$100.00) heretofore imposed by the Railroad Commission in Order No. 158, March 29th, 1907, upon the said Seaboard Air Line Railway for failing to bulletin delayed passenger train at Yulee, Florida, February 28th, 1907, is hereby reduced, and an entry of satisfaction of such fine is hereby directed to be made upon the Minute Book of the Railroad Commission.

Done and ordered by the Railroad Commissioners of the State of Florida in session at their office in the City of Tallahassee, Florida, this the 7th day of June, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 169.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED  
AGAINST THE ATLANTIC COAST LINE RAIL-  
ROAD COMPANY BY BLISS & VAN AUKEN FOR  
VIOLATION OF RULE NO. 11 OF THE DEMUR-  
RAGE RULES.

This matter coming on this day to be heard, after due notice to the Atlantic Coast Line Railroad Company, and it appearing that the claim had been improperly made by claimants.

IT IS HEREBY ORDERED AND ADJUDGED that the charges against the Atlantic Coast Line Railroad Company for violation of Rule No. 11 of the Demurrage Rules be and the same are hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida in session at their office in the City of Tallahassee, Florida, this the 25th day of June, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

## ORDER NO. 170.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.IN THE MATTER OF THE PETITION BY CITIZENS  
OF CAMPVILLE, FLORIDA, FOR BETTER DEPOT  
FACILITIES AT THAT POINT.

This matter coming on this day to be heard, after due notice to the Seaboard Air Line Railway, and the said Seaboard Air Line Railway, having been represented by Mr. W. J. Jenks, Superintendent, and G. P. Raney, Esq., and the representatives of the said railway having been heard by the Railroad Commissioners, and the Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that you, the Seaboard Air Line Railway, construct a freight and passenger depot at Campville, Florida, the same to be completed on or before the first day of October, A. D. 1907.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 26th day of June, A. D. 1907.

(Signed)                    R. HUDSON BURR, Chairman.  
Attest:                    (Signed)                    R. C. DUNN, Secretary.

## ORDER NO. 171.

BEFORE THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.IN THE MATTER OF CHARGES AGAINST THE  
ATLANTIC COAST LINE RAILROAD COMPANY  
FOR VIOLATING RULE 8 OF THE DEMUR-  
RAGE RULES PRESCRIBED BY THE RAILROAD  
COMMISSIONERS OF THE STATE OF FLORIDA  
UNDER THE GENERAL STATUTES OF THE  
STATE OF FLORIDA, FOURTH DIVISION, TITLE  
4, CHAPTER 5, FORMERLY CHAPTER 4700, LAWS  
OF FLORIDA, IN NOT PAYING DEMURRAGE  
CHARGES DUE TO S. S. GOFFIN.

WHEREAS, Notice was duly given by the Railroad Commissioners of the State of Florida to the Atlantic Coast Line Railroad Company, a railroad corporation, of

charges against it for sundry violations of Rule 8 of the Demurrage Rules prescribed by the said Railroad Commissioners under the General Statutes of the said State, Fourth Division, Title 4, Chapter 5, formerly Chapter 4700, Laws of Florida, in not paying demurrage charges due to one S. S. Goffin, that is to say:

1. That said Railroad Company on December 17, 1906, issued a bill of lading to the said S. S. Goffin, Pasco, Florida, for a car loaded with lumber consigned to the Gulf Cypress Company, Ehren, Florida, which car was not carried forward from Pasco until January 9, 1907; and that upon request of the said Goffin the said Railroad Commissioners made claim upon the said railroad company on February 1, 1907, for Twenty-one dollars account of delay in carrying forward said car in accordance with Demurrage Rule 8 aforesaid, which claim the said railroad company refused to pay.

2. That said railroad company on December 17th, 1906, issued bill of lading to the said S. S. Goffin, Pasco, Florida, for another car loaded with lumber consigned to the Gulf Cypress Company, Ehren, Florida, which car was not carried forward from Pasco until January 9th, 1907; and that upon request of the said Goffin the said Railroad Commissioners made claim upon the said railroad company on February 1, 1907, for Twenty-one Dollars account delay in carrying forward said car in accordance with Demurrage Rule 8 aforesaid, which claim the said railroad company refused to pay.

3. That said railroad company on December 12th, 1906, issued bill of lading to the said S. S. Goffin, Pasco, Florida, for another car loaded with lumber consigned to the Gulf Cypress Company, Ehren, Florida, which car was not carried forward from Pasco until January 9, 1907; and that upon request of the said Goffin the said Railroad Commissioners made claim upon the said railroad company on February 1, 1907, for Twenty-six Dollars account of delay in carrying forward said car, in accordance with Demurrage Rule 8 aforesaid, which claim the said railroad company refused to pay.

4. That said railroad company on November 16th, 1906, issued bill of lading to the said S. S. Goffin, Pasco, Florida, for another car loaded with lumber consigned to Atlantic Coast Line Railroad, in care of James Paul, M. M., High Springs, Florida, which car was not carried forward from Pasco until January 8th, 1907; and that upon request of the said Goffin the Said Railroad Commissioners

made claim upon the said Railroad Company on February 1, 1907, for Fifty-one Dollars account of delay in carrying forward said car, in accordance with Demurrage Rule 8 aforesaid, which claim the said railroad company refused to pay.

5. That said railroad company on December 21st, 1905, issued bill of lading to the said S. S. Goffin, Pasco, Florida, for another car loaded with lumber consigned to Eddins & Roberts, St. Petersburg, Florida, which car was not carried forward from Pasco until January 6th, 1907; and that upon the request of the said Goffin the said Railroad Commissioners made claim upon the said railroad company on February 1st, 1907, for Fourteen Dollars account of delay in carrying forward said car in accordance with Demurrage Rule 8 aforesaid, which claim the said railroad company refused to pay.

6. That said railroad company on January 1st, 1907, issued bill of lading to the said S.S.Goffin, Pasco, Florida, for another car loaded with lumber consigned to Eddins & Roberts, St. Petersburg, Florida, which car was not carried forward from Pasco until January 6th, 1907; and that upon request of the said Goffin the said Railroad Commissioners made claim upon the said railroad company on February 1st, 1907, for Four Dollars account of delay in carrying forward said car, in accordance with Demurrage Rule 8 aforesaid, which claim the said railroad company refused to pay.

7. That said railroad company on December 20th, 1906, issued bill of lading to the said S. S. Goffin, Pasco, Florida, for another car loaded with lumber consigned to Eddins & Roberts, St. Petersburg, Florida, which car was not carried forward from Pasco until January 6th, 1907; and that upon request of the said Goffin the said Railroad Commissioners made claim upon said railroad company on February 1st, 1907, for Fifteen Dollars account of delay in carrying forward said car, in accordance with Demurrage Rule 8 aforesaid, which claim the said railroad company refused to pay.

8. That said railroad company on December 17th, 1906, issued bill of lading to the said S. S. Goffin, Pasco, Florida, for another car loaded with lumber consigned to Gulf Novelty Works, St. Petersburg, Florida, which car was not carried forward from Pasco until January 6th, 1907; and that upon request of the said Goffin the said Railroad Commissioners made claim upon the said railroad company on February 2nd, 1907, for Eighteen Dollars account

of delay in carrying forward said car, in accordance with Demurrage Rule 8 aforesaid, which claim the said railroad company refused to pay.

AND WHEREAS, After the lapse of ten days from the giving of notice as aforesaid a hearing was had before the Railroad Commissioners aforesaid both on behalf and against said charges, the Atlantic Coast Line Railroad Company being represented at said hearing by W. P. Smith, Esq., its Counsel, and Mr. Morton Riddle, the General Superintendent of its Fourth Division, and after such hearing, the said Railroad Commissioners being fully advised of its action in the premises, did determine and find that the facts contained in each of the several charges preferred and hereinbefore recited were true, and that the Atlantic Coast Line Railroad Company did violate and disregard said Demurrage Rule 8 in each of the said several charges by refusing to pay the several claims for demurrage due to the said S. S. Goffin, which said Rule is as follows:

"Rule 8. Cars detained or held for want of proper shipping instructions or by reason of improper or excessive loading (where loading is done by shipper) shall be subject to a demurrage charge of one dollar (\$1.00) per car for each day or fraction of a day said car or cars are so detained or held. Likewise, when cars are promptly loaded and shipping instructions given, the railroad agent must immediately issue the bills of lading therefor; and if said car or cars are detained or held and not carried forward within forty-eight (48) hours, except perishable articles, which shall be moved within twenty-four (24) hours, thereafter, said railroad company shall be liable to said shipper for the payment of one (\$1.00) dollar per car for each day or fraction of a day that said car or cars are thus detained or held."

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do find and adjudge that the Atlantic Coast Line Railroad Company, a railroad corporation, has been guilty of a violation of Rule 8 of the Demurrage Rules prescribed by them in each and every of the charges preferred against and hereinbefore recited, and by such violations has incurred penalties which are hereby fixed and imposed as follows:

On the first charge the sum of Two Hundred and Forty Dollars (\$240.00).

On the second charge the sum of Two Hundred and Forty Dollars (\$240.00).

On the third charge the sum of Three Hundred Dollars (\$300.00).

On the fourth charge the sum of Six Hundred and Twenty-five Dollars (\$625.00).

On the fifth charge the sum of One Hundred and Seventy Dollars (\$170.00).

On the sixth charge the sum of Fifty Dollars (\$50.00).

On the seventh charge the sum of One Hundred and Seventy-five Dollars (\$175.00).

On the eighth charge the sum of Two Hundred Dollars (\$200.00).

And the said Railroad Commissioners order and adjudge that you, the Atlantic Coast Line Railroad Company, for your said offenses do pay the said several sums to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this third day of July, 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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#### ORDER NO. 172.

#### OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

#### IN THE MATTER OF CHARGES PREFERRED BY CHILD BROTHERS AGAINST THE SEABOARD AIR LINE RAILWAY FOR VIOLATING RULE 3 OF THE "RULES GOVERNING THE TRANSPORTATION OF FREIGHT" PRESCRIBED BY THE RAILROAD COMMISSIONERS.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by Child Brothers that the Seaboard Air Line Railway, a railroad corporation, did, on May 27, 1907, decline and refuse to act as a common carrier, that is to transport one carload of stone accepted by it for transportation, from Jacksonville, Florida, to Tallahassee, Florida, and thereby violated said Rule 3, which is as follows:

"3. No railroad company shall decline or refuse to act

as a common carrier to transport any article proper for transportation, and a failure to transport such article within a reasonable time after the same has been offered for transportation shall be deemed a violation of this rule."

AND WHEREAS, Ten days' notice of the said charges and of the time and place of hearing the same was duly given to the said Seaboard Air Line Railway, and thereafter the hearing was had, when the said Seaboard Air Line Railway appeared by its counsel, Hon. George P. Raney, and was heard on the said charges, and the said Railroad Commissioners being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do hereby find and adjudge that the said charges are sustained and that the Seaboard Air Line Railway has been therein guilty of a violation of Rule 3 of the "Rules Governing the Transportation of Freight" as prescribed by said Railroad Commissioners, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of One Hundred Dollars (\$100.00) to be paid by it promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida in session at their office in the City of Tallahassee, Florida, this 3rd day of July, 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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#### ORDER NO. 173.

#### OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
THE W. B. JOHNSON COMPANY AGAINST THE  
SEABOARD AIR LINE RAILWAY FOR VIOLAT-  
ING RULE 26 OF THE RULES GOVERNING THE  
TRANSPORTATION OF FREIGHT" PRESCRIBED  
BY THE RAILROAD COMMISSIONERS.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by the W. B. Johnson Company that the Seaboard Air Line Railway, a rail-

road corporation, on May 25, 1907, between the hours of 7. A. M. and 5 P. M., at Jacksonville, Florida, refused to receive certain goods, wares and merchandise which were offered it by the W. B. Johnson Company for transportation to several points on its line of railway in the State of Florida, and thereby violated said Rule 26, which is as follows:

"26. At all of their agencies in Florida, railroads shall receive all freight offered, proper for transportation, and shall make the usual deliveries of freight to consignees (Sundays and legal holidays excepted) between the hours of 7 o'clock A. M. and 5 o'clock P. M., provided, that in cities or towns having less than ten thousand (10,000) inhabitants, according to the most recently published National Census, the agent may take an intermission of one hour for dinner."

AND WHEREAS, Ten days' notice of the said charges and of the time and place of hearing the same was given to the said Seaboard Air Line Railway, and thereafter the hearing was had, and the Seaboard Air Line Railway appeared and was heard on the said charges, and the said Railroad Commissioners being duly advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do hereby find and adjudge that the said charges are sustained, and that the Seaboard Air Line Railway has been therein guilty of a violation of Rule 26 of the "Rules Governing the Transportation of Freight" as prescribed by said Railroad Commissioners, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of Two Hundred Dollars to be paid by it promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 3rd day of July, 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

## ORDER NO. 174.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
THE W. B. JOHNSON COMPANY AGAINST THE  
ATLANTIC COAST LINE RAILROAD COMPANY  
FOR VIOLATING RULE NO. 26 OF THE "RULES  
GOVERNING THE TRANSPORTATION OF  
FREIGHT" PRESCRIBED BY THE RAILROAD  
COMMISSIONERS.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by the W. B. Johnson Company that the Atlantic Coast Line Railroad Company, a railroad corporation, on May 25, 1907, between the hours of 7 A. M. and 5 P. M., at Jacksonville, Florida, refused to receive certain goods, wares and merchandise which were offered it by the W. B. Johnson Company for transportation to several points on its line of railway in the State of Florida, and thereby violated said Rule 26, which is as follows:

"Rule 26. At all of their agencies in Florida, railroads shall receive all freight offered, proper for transportation, and shall make the usual deliveries of freight to consignees (Sundays and legal holidays excepted) between the hours of 7 o'clock A. M. and 5 o'clock P. M., provided that in cities or towns having less than ten thousand (10,000) inhabitants, according to the most recently published National Census, the Agent may take an intermission of one hour for dinner." And,

WHEREAS, Ten days' notice of the said charges and of the time and place of hearing the same was given to the said Atlantic Coast Line Railroad Company, and thereafter the hearing was had, and the Atlantic Coast Line Railroad Company appeared and was heard on the said charges, and the said Railroad Commissioners being duly advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do hereby find and adjudge that the said charges are sustained, and that the Atlantic Coast Line Railroad Company has been guilty of a violation of Rule 26 of the "Rules Governing the Transportation of

Freight as prescribed by the said Railroad Commissioners, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of Two Hundred Dollars to be paid by it promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 3rd day of July, 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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**ORDER NO. 175.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF CHARGES PREFERRED BY  
THE BRADFORD LUMBER COMPANY AGAINST  
THE SEABOARD AIR LINE RAILWAY FOR VIOLATING  
RULE NO. 3 OF THE "RULES GOVERNING  
THE TRANSPORTATION OF FREIGHT" PREFERRED  
BY THE RAILROAD COMMISSIONERS  
OF THE STATE OF FLORIDA, UNDER THE GENERAL  
STATUTES OF FLORIDA, 4TH DIVISION,  
TITLE 4, CHAPTER 5, FORMERLY CHAPTER 4700,  
LAWS OF FLORIDA.**

**WHEREAS,** Charges were made before the Railroad Commissioners of the State of Florida by the Bradford Lumber Company, a corporation, that the Seaboard Air Line Railway, a railroad corporation, by its officers, agents and employees, did on the 13th day of June, 1907, and on divers days preceding said date, decline and refuse to act as a common carrier to transport lumber from a siding at the 64-Mile Post on the line of said railway in Bradford County, Florida, offered to the said railroad corporation by the said Bradford Lumber Company for transportation; whereby and by such declination and refusal by the said railroad corporation to act as a common carrier, the railroad corporation violated and disre-

garded 4th Division, Title 4, Chapter 5 of the General Statutes of the State of Florida, formerly Chapter 4700, Laws of Florida, and Rule No. 3 of the "Rules Governing the Transportation of Freight," as prescribed by the Railroad Commissioners of the State of Florida, which rule is as follows:

"No railroad company shall decline or refuse to act as a common carrier to transport any article, proper for transportation, and a failure to transport such article within a reasonable time after the same has been offered for transportation, shall be deemed a violation of this rule," And,

WHEREAS, Ten days' notice of said charges of such violation and disregard of said laws and said Rule by said railroad corporation was given to the said Seaboard Air Line Railway by the Railroad Commissioners aforesaid, and after the expiration of said ten days' notice, the said Seaboard Air Line Railway was heard by the said Railroad Commissioners upon the said charges, and after having heard the said Seaboard Air Line Railway upon said charges the said Railroad Commissioners determined and found that the said Seaboard Air Line Railway Co., a railroad corporation, did on the 13th day of June, 1907, violate and disregard said Rule No. 3, as prescribed by the Railroad Commissioners, by then and there declining and refusing to act as a common carrier to transport lumber from a siding at the 64-Mile Post, a point on the line of said railroad in Bradford County, Florida, which said lumber was duly offered by the said Bradford Lumber Company to the Seaboard Air Line Railway for transportation,

THEREFORE, The Railroad Commissioners of the State of Florida do hereby find and adjudge that the Seaboard Air Line Railway has been guilty of a violation of Rule No. 3 of the "Rules Governing the Transportation of Freight," as prescribed by the Railroad Commissioners of the State of Florida, and by such violation has incurred a penalty which is hereby fixed and imposed at the sum of Fifteen Hundred Dollars (\$1,500.00), and the Railroad Commissioners Order and Adjudge that you, the Seaboard Air Line Railway, a railroad corporation, for your said offense, do pay promptly the sum of Fifteen Hundred Dollars to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 3rd day of July, A. D. 1907.  
(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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**ORDER NO. 176.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.**

**IN THE MATTER OF CHARGES PREFERRED BY  
C.W.ZARING & COMPANY AGAINST THE SOUTHERN RAILWAY FOR VIOLATION OF RULE NO. 11  
OF THE DEMURRAGE RULES.**

This mattre coming on to be heard on May 15th, 1907, after due notice to the Southern Railway, and it appearing that an error was made in the issuance of the notice,

**IT IS ORDERED AND ADJUDGED** that the case be and the same is hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 3rd day of July, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

ORDER NO. 177.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
C.W.ZARING & COMPANY AGAINST THE SOUTHERN  
RAILWAY FOR VIOLATION OF RULE NO 11  
OF THE DEMURRAGE RULES.

This matter coming on to be heard on May 15th, 1907,  
and it appearing that the Statute of Limitation had run  
on this claim.

IT IS ORDERED AND ADJUDGED that this case be  
and the same is hereby dismissed.

Done and ordered by the Railroad Commissioners of the  
State of Florida, in session at their office in the City  
of Tallahassee, Florida, this the 3rd day of July,  
A. D. 1907.

Attest: (Signed)      R. HUDSON BURR, Chairman.  
                        (Signed)      R. C. DUNN, Secretary.

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ORDER NO. 178.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF THE APPLICATION OF THE  
ORLANDO AND SANFORD BOARDS OF TRADE  
AND OTHER CITIZENS OF THAT SECTION FOR  
BETTER CONNECTIONS BETWEEN THE ATLANTIC  
COAST LINE RAILROAD AND THE FLORIDA  
EAST COAST RAILWAY BETWEEN SANFORD  
AND TITUSVILLE AND ORANGE CITY JUNCTION  
AND NEW SMYRNA, FLORIDA.

The Florida East Coast Railway having presented a  
petition to the Railroad Commissioners for the modification  
of Order No. 90, made March 10, 1906, and it appearing  
to the Railroad Commissioners that Train No. 84 has

been inaugurated some time since by the Atlantic Coast Line Railroad Company to make the connections prescribed for train No. 80 on that railroad with the Florida East Coast Railway, and that the conditions have changed and that the petition aforesaid can be granted without detriment to the public interests; therefore,

**IT IS ORDERED AND ADJUDGED** as to the Florida East Coast Railway as follows:

BETWEEN TITUSVILLE AND SANFORD.

That trains Nos. 11 and 12 may be discontinued; that train No. 9 shall leave Titusville at 7:15 A. M. and arrive at Sanford at 9:40 A. M., and that train No. 10 shall leave Sanford at 2:30 P. M., but if Atlantic Coast Line train No. 80 is late, and will arrive within one hour of its schedule time, train No. 10 shall await its arrival.

BETWEEN NEW SMYRNA AND ORANGE CITY JUNCTION.

That train No. 1 shall leave New Smyrna at 10:30 A. M., and arrive at Orange City Junction at 11:30 A. M.; that train No. 2 shall leave Orange City Junction at 12:40 P. M. and arrive at New Smyrna at 1:40 P. M.; that train No. 3 shall leave New Smyrna at 3:30 P. M. and arrive at Orange City Junction at 5:30 P. M., and that train No. 4 shall leave Orange City Junction at 6:20 P. M., but if train No. 85 on the Atlantic Coast Line Railroad is late and will arrive within thirty minutes of its schedule time, train No. 4 shall await its arrival.

MAIN LINE.

That train No. 29 shall arrive at New Smyrna at 2:20 P. M. and train No. 78 shall arrive at New Smyrna at 2:10 P. M.

**AND IT IS FURTHER ORDERED** that Order No. 90 aforesaid be rescinded, and that this order shall take effect immediately.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 1st day of August, A. D. 1907.

(Signed)      R. HUDSON BURR, Chairman.  
 Attest: (Signed)      R. C. DUNN, Secretary.

ORDER NO. 179.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES AGAINST THE ATLANTIC COAST LINE RAILROAD COMPANY FOR VIOLATION OF RULE NO. 6 OF THE "RULES GOVERNING THE TRANSPORTATION OF PASSENGERS," PRESCRIBED BY THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA, FOR FAILURE TO POST NOTICE OF DELAYED PASSENGER TRAIN AT YBOR CITY, FLORIDA.

This matter came on to be heard by the Railroad Commissioners of the State of Florida on the 30th day of July, 1907, after due notice to the Atlantic Coast Line Railroad Company of charges that they, the Atlantic Coast Line Railroad Company, had been guilty of violation and disregard of the provisions of Chapter 5, Title 4, Division 4 of the General Statutes of Florida and Rule No. 6 of the "Rules Governing the Transportation of Passengers" prescribed by the Railroad Commissioners of the State of Florida, in that they failed on the 9th day of June, 1907, to post notice of delayed passenger train No. 28, said train being on that day more than thirty minutes late at Ybor City, Florida, and the said Atlantic Coast Line Railroad Company having appeared and been heard, and the Commissioners having heard the testimony and being satisfied therefrom that the said Atlantic Coast Line Railroad Company is guilty of the violation charged, and has thereby incurred a penalty for said violation,

IT IS HEREBY ORDERED AND ADJUDGED that a fine of One Hundred and Fifty Dollars (\$150.00) be and the same is hereby fixed and imposed on the Atlantic Coast Line Railroad Company for violation of Rule No. 6 and the Statutes aforesaid at Ybor City, Florida, on the 9th day of June, A. D. 1907, and you, the Atlantic Coast Line Railroad Company, are hereby required to promptly pay the sum of One Hundred and Fifty Dollars (\$150.00) into the State Treasury of the State of Florida in accordance with law.

Done and ordered by the Railroad Commissioners of the

State of Florida, in session at their office in the City of Tallahassee, Florida, this 29th day of March, A. D. 1907.

Attest:      (Signed)      R. HUDSON BURR, Chairman.  
                 (Signed)      R. C. DUNN, Secretary.

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**ORDER NO. 180.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF THE AMENDMENT OF CLAS-  
SIFICATION NO. 2 RELATIVE TO BUILDING  
STONE.**

This matter coming on to be heard by the Railroad Commissioners on July 30th, after due notice to all the railroad companies and common carriers doing business wholly or in part within the State of Florida, and the Atlantic Coast Line being represented by F. W. Kirtland, and other railroad companies and common carriers having been given an opportunity to be heard, and the Commissioners being fully advised in the premises,

**IT IS HEREBY ORDERED AND ADJUDGED** that Classification No. 2 of the Railroad Commission of the State of Florida be amended as follows:

By striking out the following on page 58:

**"STONE, VIZ:**

Artificial, Architectural; see Terra Cotta.

And by inserting in lieu thereof the following:

**"STONE, VIZ:**

Building Stone and cement building blocks, including Tile (but not other interior finish nor ornamental work), cut or sawed into shape rough, dressed or carved, but not polished; protected (otherwise at owner's risk). valuation limited to 20 cents per cubic foot C. L., 30,000 lbs.....	P
Same. L. C. L.....	$\frac{1}{2}$ of 6

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 6th day of August, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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**ORDER NO. 181.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF THE APPLICATION OF W. J. SINGLETARY AND OTHERS FOR BETTER SIDE-TRACK FACILITIES AT GRAND RIDGE, JACKSON COUNTY, FLORIDA, ON THE RAILROAD OF THE LOUISVILLE & NASHVILLE RAILROAD COMPANY.**

WHEREAS, Application has been made by W. J. Singletary and others to the Railroad Commissioners of the State of Florida for an order directing the Louisville & Nashville Railroad Company to furnish better side track facilities at Grand Ridge, a station on the line of its railroad in Jackson County, Florida.

AND WHEREAS, Ten days' notice of said application and of the time and place of hearing thereof, to wit, July 30, A. D. 1907, at the office of the said Railroad Commissioners in Tallahassee, was given to the said Louisville & Nashville Railroad Company, and upon said day and at said place the parties appeared, that is to say, Mr. W. J. Singletary and John T. Porter, Esq., on behalf of the applicants, and Mr. E. O. Saltmarsh, Superintendent, and Mr. J. W. Lurton, Division Freight Agent, on behalf of the Louisville & Nashville Railroad Company, and were fully heard, and the said Railroad Commissioners being advised in the premises, have determined and found that better sidetrack facilities are necessary and ought to be furnished by the said railroad company for the convenient and prompt handling, transportation and delivery of freight at the said station,

NOW THEREFORE, The Railroad Commissioners of the State of Florida do order that the said Louisville & Nashville Railroad Company do keep and maintain the present permanent side track and do properly reconstruct and maintain in permanent form the present temporary extension thereof and do further extend the same in permanent form eastwardly to a point on the north side of its main line of track opposite or nearly opposite its present wood rack and there connect it with the main track aforesaid at Grand Ridge, Jackson County, Florida.

It is further ordered that the said work shall be completed on or before the 8th day of September, A. D. 1907.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 8th day of August, A. D. 1907.

(Signed)                    R. HUDSON BURR, Chairman.  
 Attest: (Signed)            R. C. DUNN, Secretary.

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#### ORDER NO. 182.

#### OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

#### IN THE MATTER OF CHARGES PREFERRED BY JOE KING, JR., CO. AGAINST THE ATLANTIC COAST LINE RAILROAD COMPANY FOR VIOLATION OF RULE NO. 11 OF THE DEMURRAGE RULES.

This matter coming on to be heard by the Railroad Commissioners on May 15th, 1907, and the Atlantic Coast Line Railroad Company, being represented by W. P. Smith, Esq., and Morton Riddle, General Superintendent, and the charges by Joe King, Jr., and the Commissioners having heard the representatives of the railroad company and of the complainant, and it being ascertained that an error was made in the making of the claim,

IT IS HEREBY ORDERED AND ADJUDGED that this case be and the same is hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 13th day of August, A. D. 1907.

(Signed)      R. HUDSON BURR, Chairman.  
Attest: (Signed)      R. C. DUNN, Secretary.

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**ORDER NO. 183.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF CHARGES PREFERRED  
AGAINST THE ATLANTIC COAST LINE RAIL-  
ROAD COMPANY BY THE HILLSBOROUGH GRO-  
CERY COMPANY FOR VIOLATION OF RULE NO.  
11 OF THE DEMURRAGE RULES.**

This matter coming on to be heard on the 28th day of March, and the railroad company being represented by Mr. Morton Riddle, General Superintendent, and the charges by I. J. Cooper, and the Commissioners having heard the representatives of both the railroad company and the complainant, and the Commissioners being of the opinion that the charges had not been sustained,

**IT IS HEREBY ORDERED AND ADJUDGED that  
this case be and the same is hereby dismissed.**

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 13th day of August, A. D. 1907.

(Signed)      R. HUDSON BURR, Chairman.  
Attest: (Signed)      R. C. DUNN, Secretary.

## ORDER NO. 184.

BEFORE THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.IN THE MATTER OF THE CONDITION OF THE OCK-  
LOCKNEE TRESTLE NEAR McINTYRE ON THE  
LINE OF THE GEORGIA, FLORIDA & ALABAMA  
RAILWAY COMPANY.

WHEREAS, Due notice having been given to the Georgia, Florida & Alabama Railway Company that the Inspecting Engineer of the said Railroad Commissioners had reported to them that the said trestle was in bad condition and in need of immediate repair, and that they, the said Commissioners, would meet on Monday, August 12th, 1907, at 4 o'clock p. m., in their office, to consider and take action on the condition of said trestle, and the said railway company having appeared at said time and place by Mr. J. O. Hatch, Vice-President, and Mr. J. C. O'Dell, General Manager, and been heard in the premises, and said representatives having shown to the Commissioners that they had assembled and are still assembling necessary timbers for the reconstruction of said trestle, and having requested the Commissioners to go with them to view the trestle and the materials that had been assembled.

AND WHEREAS, On the 13th of August, 1907, in compliance with the request of the representatives of said railway company the Commissioners visited McIntyre in company with the Vice-President, General Manager and Executive Board of said railway company and found that all of the bridge timbers necessary for the reconstruction of said trestle had been assembled at McIntyre for some time, and that piles are being assembled as fast as they can be delivered by contractors and that enough piles are already on the ground to begin work, and that work is begun on said trestle, making preparation for the driving of piles, and that a pile-driver arrived at said trestle on the evening of the 13th inst., and the work of driving piles was to begin on the 14th inst.,

AND WHEREAS, The Commissioners having seen the material assembled for this work, pile-driver there, and being assured by the officers and Executive Board of said

railway company that they intend to push this work through to completion as rapidly as possible for them to do so, and that the General Manager has issued an order for trains not to exceed ten miles per hour in crossing said trestle,

AND WHEREAS, The Commissioners, together with the aforesigned representatives of the said railway company, walked out on said trestle, taking positions on the end of the bents, and watched the running of the passenger train across the trestle, believe fully from what they saw that while it is a fact that the bridge needs repairing, yet it is not in such condition as to render the passage of trains across it at a low speed dangerous, and are so advised by their Inspecting Engineer,

Therefore, we consider that there is no occasion for public alarm over the movement of trains across this trestle. One bent at a time will be placed in position between trains, rendering that part of the work absolutely safe for the movement of trains during the progress of rebuilding,

IT IS THEREFORE ORDERED AND ADJUDGED by the Railroad Commissioners of the State of Florida that the Georgia, Florida & Alabama Railway Company shall proceed with due diligence with the reconstruction of the said trestle over the Ocklocknee River, just north of your station at McIntyre, Florida, on the line of said railway, and to have same completed within sixty days from the date of this order.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 15th day of August, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

## ORDER NO. 185.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.IN THE MATTER OF THE CLASSIFICATION OF  
WOVEN WIRE FENCING.

This matter coming on this day to be heard, after due notice to all the railroads and common carriers doing business wholly or in part within the State of Florida, and the said railroads and common carriers having been given an opportunity to be present and to be heard, and the Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that Classification No. 2 of the Railroad Commission, State of Florida, be and the same is hereby amended by the addition of the following:

Fencing, Woven Wire over 16 gauge, L. C. L...	5
Same, C. L., 30,000 lbs., minimum.....	2-3 of 6

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 20th day of August, 1907.

(Signed)      R. HUDSON BURR, Chairman.  
Attest:    (Signed)      R. C. DUNN, Secretary.

## ORDER NO. 186.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.IN THE MATTER OF CHARGES PREFERRED BY  
THE BRADFORD LUMBER COMPANY AGAINST  
THE SEABOARD AIR LINE RAILWAY FOR VIOLATING RULE NO. 3 OF THE "RULES GOVERNING THE TRANSPORTATION OF FREIGHT," PRESCRIBED BY THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA UNDER THE GENERAL STATUTES OF FLORIDA, 4TH DIVISION, TITLE 4, CHAPTER 5.

WHEREAS, Charges were made before the Railroad

Commissioners of Florida by the Bradford Lumber Company, a corporation, that the Seaboard Air Line Railway, a railroad corporation, by its officers, agents and employees, did on the 19th day of August, 1907, and on divers days preceding said date, decline and refuse to act as a common carrier to transport lumber from a siding at the 64-Mile Post on the line of said railway in Bradford County, Florida, offered to the said railroad corporation by the said Bradford Lumber Company for transportation; whereby and by such declination and refusal by said railroad corporation to act as a common carrier the railroad corporation violated and disregarded 4th Division, Title 4, Chapter 5 of the General Statutes of the State of Florida and Rule No. 3 of the "Rules Governing the Transportation of Freight," as prescribed by the Railroad Commissioners of the State of Florida, which rule is as follows:

"No railroad company shall decline or refuse to act as a common carrier to transport any article proper for transportation, and a failure to transport such article within a reasonable time after the same has been offered for transportation shall be deemed a violation of this rule." And—

WHEREAS, Ten days' notice of said charges of such violation and disregard of said law and said rule by said railroad corporation was given to the said Seaboard Air Line Railway by the Railroad Commissioners aforesaid, and after the expiration of said ten days' notice the said Seaboard Air Line Railway were heard by the said Railroad Commissioners upon the said charges, and after having heard the said Seaboard Air Line Railway upon said charges, the said Railroad Commissioners determined and found that the said Seaboard Air Line Railway, a railroad corporation, did on the 19th day of August, 1907, violate and disregard said Rule No. 3 as prescribed by the Railroad Commissioners, by then and there declining and refusing to act as a common carrier to transport lumber from a siding at the 64-Mile Post, a point on the line of said railroad in Bradford County, Florida, which said lumber was duly offered by the said Bradford Lumber Company to the Seaboard Air Line Railway for transportation,

THEREFORE, The Railroad Commissioners of the State of Florida do hereby find and adjudge that the

Seaboard Air Line Railway has been guilty of a violation of Rule No. 3 of the "Rules Governing the Transportation of Freight," as prescribed by the Railroad Commissioners of the State of Florida, and by such violation has incurred a penalty which is hereby fixed and imposed at the sum of Three Thousand Dollars (\$3,000.00), and the Railroad Commissioners order and adjudge that you, the Seaboard Air Line Railway, a railroad corporation, for your said offense, do pay promptly the sum of Three Thousand Dollars (\$3,000.00) to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 3rd day of September, A. D. 1907.

**ORDER NO. 187.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

IN THE MATTER OF FINE IMPOSED ON THE SEA-BOARD AIR LINE RAILWAY FOR VIOLATING RULE NO. 26 OF THE "RULES GOVERNING THE TRANSPORTATION OF FREIGHT."

The Seaboard Air Line Railway having handed to the Railroad Commission a voucher in favor of the Treasurer of the State of Florida for One Hundred and Fifty Dollars (\$150.00), the fine of Two Hundred Dollars (\$200.00) heretofore imposed by the Railroad Commission in Order No. 174, July 3, 1907, upon said Seaboard Air Line Railway for failing to keep freight depot open for receiving freight at Jacksonville, Florida, on May 25, 1907, is hereby reduced and an entry of satisfaction of such fine is hereby directed to be made upon the Minute Book of the Railroad Commission.

Done and ordered by the Railroad Commissioners of the

State of Florida, in session at their office in the City of Tallahassee, Florida, this 26th day of September, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 188.

OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

IN THE MATTER OF PETITION FOR IMPROVED DEPOT FACILITIES AT QUINCY, FLORIDA.

This matter coming on to be heard on the 18th day of September, 1907, after due notice to the Seaboard Air Line Railway, and the said railway being represented by W. A. Witt, Superintendent, and G. P. Raney, Esq., Division Counsel, and the petitioners by W. Y. Watson, Esq., and the Commissioners having heard the representatives of the said railway and of the petitioners, and being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that you, the Seaboard Air Line Railway, construct a passenger depot with waiting rooms and suitable toilet accommodations for white and colored passengers, at Quincy, Florida, the same to be completed on or before the first day of December, A. D. 1907.

It is further ordered that plans and specifications for the said passenger depot be submitted to the Railroad Commissioners of the State of Florida for their approval on or before the 10th day of October, A. D. 1907.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 20th day of September, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

## ORDER NO. 189.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
THE VARN TURPENTINE & LUMBER COMPANY  
AGAINST WEST, COFFEE & COMPANY FOR VIOLATING  
RULE NO. 3 OF THE RULES PRESCRIBED FOR THE TRANSPORTATION OF  
FREIGHT BY THE RAILROAD COMMISSIONERS  
OF THE STATE OF FLORIDA, BY DECLINING TO  
ACT AS A COMMON CARRIER.

This case came on for hearing on September 18, 1907, after due and legal notice, at which time the parties appeared, that is to say, by R. E. Colcord, Esq., and F. B. Coogler, Esq., for the complainant, and Mr. G. W. Varn, a member of the complainant company, and Hon. W. S. West, one of the firm respondent, for the respondents, and were duly heard for and against the charges preferred, and at said hearing time was given the parties to file briefs on the law of the case, which were filed, by Hon. W. S. Jennings and F. B. Coogler, Esq., for the complainant, and Messrs. Cooper & Cooper for the respondents, and the said Railroad Commissioners being fully advised in the premises, do find and determine that the respondents under the admitted facts in the case have not by their conduct subjected their tram or logging railroad to a public use so as to make it a common carrier of goods for hire, and consequently that the said Railroad Commissioners are without jurisdiction in the premises.

It is therefore ordered that the charges be dismissed.

Done and ordered by the Railroad Commissioners aforesaid, in session at their office in Tallahassee, Florida, this 1st day of October, A. D. 1907.

(Signed)                  R. HUDSON BURR, Chairman.  
Attest: (Signed)                  R. C. DUNN, Secretary.

**ORDER NO. 190.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.****IN THE MATTER OF FREIGHT AND PASSENGER  
RATES FOR THE WOODVILLE RAILROAD COM-  
PANY.**

The Woodville Railroad Company having made application to the Railroad Commission for an order prescribing a schedule of Freight and Passenger rates for the use of said Railroad Company, and the Commissioners being fully advised in the premises,

**IT IS HEREBY ORDERED AND ADJUDGED** that the following schedule of Freight and Passenger rates be allowed and prescribed for the Woodville Railroad Company, and the same shall be put into operation by the said railroad company and be effective at once on said railroad :

**SEE APPENDIX.****PASSENGER RATES:**

Straight fare 4 cents per mile.  
Round trip ticket, good for five days, exclusive of day of sale, 3 cents per mile.

**IT IS FURTHER ORDERED**, That the Classification, Rules and Regulations, Rates on Cotton, Rates on Fruits and Vegetables and Rates on Sugarcane prescribed by the Railroad Commissioners of the State of Florida shall be effective at once on said railroad.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 2nd day of October, A. D. 1907.

(Signed)      R. HUDSON BURR, Chairman.  
Attest: (Signed)      R. C. DUNN, Secretary.

**ORDER NO. 191.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.****IN THE MATTER OF FREIGHT RATES FOR THE  
LIVE OAK, PERRY & GULF RAILROAD COMPANY.**

This matter coming on to be heard on the 11th day of November, A. D. 1907, after due notice to the Live Oak, Perry & Gulf Railroad Company, and R. P. Hopkins, Traffic Manager, having represented said railroad company and been heard in behalf of said company by the Railroad Commissioners and the Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the following schedule of freight rates be allowed and prescribed for the use of the Live Oak, Perry & Gulf Railroad from and after November 30, 1907:

**SEE APPENDIX.**

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 16th day of November, A. D. 1907.

(Signed)                  R. HUDSON BURR, Chairman.  
Attest: (Signed)            R. C. DUNN, Secretary.

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**ORDER NO. 192.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.****IN THE MATTER OF FREIGHT RATES FOR THE  
FLORIDA RAILWAY.**

This matter coming on to be heard on the 11th day of November, A. D. 1907, after due notice to the Florida Railway, and no one having appeared to represent said railway and the Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the following schedule of freight rates be allowed and prescribed for the use of the Florida Railway from and after November 30, A. D. 1907:

SEE APPENDIX.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 16th day of November, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 193.

OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

IN THE MATTER OF PETITION RELATIVE TO THE CONSTRUCTION OF A PASSENGER DEPOT AT MADISON, FLORIDA.

This matter coming on to be heard, after due notice to the Seaboard Air Line Railway, on November 11th, 1907, and the Seaboard Air Line Railway having been represented by W. A. Witt, Superintendent, and G. P. Raney, Esq., and the petitioners by Messrs. C. B. Smith and E. P. Mickle, and the Commissioners having heard the representatives of the said railway and the petitioners, and the Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the Seaboard Air Line Railway construct at Madison, Florida, a passenger depot of the same plan and size as that approved by the Railroad Commissioners on October 21st, 1907, for a passenger depot at Quincy, Florida, the same to be completed on or before the 20th day of March, A. D. 1908.

Done and ordered by the Railroad Commissioners of the

State of Florida, in session at their office in the City of Tallahassee, Florida, this 16th day of November, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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**ORDER NO. 194.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF CHARGES AGAINST THE SEA-BOARD AIR LINE RAILWAY FOR FAILURE TO PAY DEMURRAGE CLAIMS OF THE W. B. JOHNSON COMPANY AND OF THE WEST, FLYNN, HARRIS COMPANY.**

This matter coming on to be heard on November 11th, 1907, after due notice to the Seaboard Air Line Railway, and the said railway being represented by W. J. Jenks, Superintendent, and G. P. Raney, Esq., and the claimants having requested the Railroad Commissioners to dismiss the said charges,

**IT IS HEREBY ORDERED AND ADJUDGED that these cases be and the same are hereby dismissed.**

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this the 16th day of November, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

ORDER NO. 195.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES AGAINST THE AT-  
LANTIC COAST LINE RAILROAD COMPANY FOR  
REFUSAL TO PAY DEMURRAGE CLAIM OF THE  
EDDING MANUFACTURING COMPANY.

This matter coming on to be heard on November 11th, 1907, after due notice to the Atlantic Coast Line Railroad Company, and the said railroad company being represented by Mr. Morton Riddle, General Superintendent, and witnesses for the claimant having failed to appear to substantiate the charges,

IT IS HEREBY ORDERED AND ADJUDGED that this case be and the same is hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 16th day of November, A. D. 1907.

(Signed)      R. HUDSON BURR, Chairman.  
Attest: (Signed)      R. C. DUNN, Secretary.

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ORDER 195½.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
D. E. ROBERTS AGAINST THE GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY FOR VIOLATION OF RULE NO 3 OF THE "RULES GOVERNING THE TRANSPORTATION OF FREIGHT."

This matter coming on this day to be heard after due notice to the Georgia Southern & Florida Railway Company, and the complainant having requested that the charges be withdrawn,

IT IS ORDERED AND ADJUDGED that this case be and the same is hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 16th day of November, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 196.

OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY THE W. B. JOHNSON COMPANY AGAINST THE ATLANTIC COAST LINE RAILROAD COMPANY FOR VIOLATING RULE NO. 11 OF THE DEMURRAGE RULES.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by The W. B. Johnson Company against the Atlantic Coast Line Railway Company, a railroad corporation doing business in this State, for sundry violations of Rule No. 11 of the Demurrage Rules prescribed by the said Railroad Commissioners, which is as follows:

"When any railroad company fails to deliver freight at the depot or to place loaded cars at an accessible place for unloading within seventy-two (72) hours (not including Sundays or legal holidays), computed from 10 a. m. the day after arrival of the same, the shipper or consignee shall be paid one dollar (\$1.00) per day for each day said delivery is so delayed."

That is to say:

1st. That on January 21, 1907, The W. B. Johnson Company ordered the said Atlantic Coast Line Railroad Company to place for unloading I. C. car No. 25151 consigned to itself, which said car arrived over the line of the said railroad company in Jacksonville, Florida, prior

to that date, but was not placed for unloading until February 11, 1907; and upon request of the W. B. Johnson Company, the Railroad Commissioners aforesaid made claim upon the said railroad company on February 28, 1907, for Fourteen (\$14.00) Dollars demurrage on account of delay in placing said car after free time had expired, which said claim the said railroad company declined to pay.

2nd. That on November 7, 1906, The W. B. Johnson Company ordered the said Atlantic Coast Line Railroad Company to place for unloading Penn. car No. 533905 consigned to itself, which said car arrived over the line of the said railroad company in Jacksonville, Florida, prior to that date, but was not placed for unloading until November 28, 1906; and upon request of The W. B. Johnson Company the said Railroad Commissioners made claim upon the said railroad company for Ten (\$10.00) Dollars demurrage on account of delay in placing said car after the free time had expired, which said claim the said railroad company declined to pay.

3rd. That on December 8, 1906, The W. B. Johnson Company ordered the Atlantic Coast Line Railroad Company to place for unloading M. & O. car No. 9453 consigned to itself, which said car arrived over the line of the said railroad company in Jacksonville, Florida, prior to that date, but was not placed for unloading until December 31, 1906; upon request of The W. B. Johnson Company the Railroad Commissioners aforesaid made claim upon the said railroad company on January 5, 1907, for Sixteen (\$16.00) Dollars demurrage on account of delay in placing said car after free time had expired, which said claim the said railroad company declined to pay.

AND WHEREAS, Ten days' notice of the said charges and of the time and place of hearing the same was duly given to the said Atlantic Coast Line Railroad Company, and thereafter the hearing was had, when the said railroad company appeared by its counsel, Hon. John L. Doggett, and was heard, as well as the complainant, on the said charges, and the Railroad Commissioners aforesaid being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do find and adjudge that the Atlantic Coast Line Railroad Company has been guilty of a violation of Rule No. 11 of the Demurrage Rules prescribed

by them on the first charges hereinbefore cited, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of Three Hundred and Twenty-five (\$325.00) Dollars, which said sum it is hereby ordered to pay promptly to the State Treasurer of the State of Florida; and as to the second and third charges hereinbefore cited, that the same be and they are hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 4th day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 197.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
BAKER & HOLMES COMPANY AGAINST THE  
ATLANTIC COST LINE RAILROAD COMPANY  
FOR VIOLATING RULE NO. 11 OF THE DEMUR-  
RAGE RULES.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by Baker & Holmes Company, a railroad corporation doing business in this State, for sundry violations of Rule No. 11 of the Demurrage Rules prescribed by the said Railroad Commissioners, which is as follows:

"When any railroad company fails to deliver freight at the depot or to place loaded cars at an accessible place for unloading within seventy-two (72) hours (not including Sundays or legal holidays), compiled from 10 a. m. the day after the arrival of the same, the shipper or consignee shall be paid one dollar (\$1.00) per day for each day said delivery is so delayed."

That is to say:

1st. That on May 3, 1907, Baker & Holmes Company ordered the said Atlantic Coast Line Railroad Company to place for unloading C. P. car No. 50308 consigned to itself, which car arrived over the line of said railroad company in Jacksonville, Florida, on that date, but was not placed for unloading until May 16, 1907; and said Baker & Holmes Company made claim on the said railroad company on May 17, 1907, for Eight Dollars (\$8.00) demurrage on account of delay in placing said car for unloading after free time had expired, which said claim the said railroad company declined to pay.

2nd. That on May 10, 1907, the said Baker & Holmes Company ordered the said railroad company to place for unloading C. F. M. car No. 27388 consigned to itself, which said car arrived over the line of the said railroad company in Jacksonville, Florida, on that date, but was not placed for unloading until May 20, 1907; and said Baker & Holmes Company made claim on the said railroad company on May 22, 1907, for Five Dollars (\$5.00) demurrage on account of delay in placing said car after free time had expired, which said claim the said railroad company declined to pay.

3rd. That on May 9, 1907, the said Baker & Holmes Company ordered the said railroad company to place for unloading C. N. & O. car No. 14450 consigned to itself, which said car arrived over the line of the said railroad company in Jacksonville, Florida, prior to that date, but was not placed for unloading until June 3, 1907, and said Baker & Holmes Company made claim on the said railroad company on June 11, 1907, for Nineteen Dollars (\$19.00) demurrage on account of delay in placing said car after free time had expired, which said claim the said railroad company declined to pay.

AND WHEREAS, Ten days' notice of the said charges and of the time and place of hearing the same was duly given to the said Atantic Coast Line Railroad Company, and thereafter the hearing was had, when the said railroad company appeared by its counsel, Hon. John L. Doggett, and was heard, as well as the complainant, on the said charges, and the Railroad Commissioners aforesaid being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do Find and Adjudge that the Atlantic Coast Line Railroad Company has been guilty of

a violation of Rule No. 11 of the Demurrage Rules prescribed by them on each and every of the said charges preferred against it, and by such violations has incurred penalties which are hereby fixed and imposed as follows:

On the first charge the sum of Two Hundred and Seventy-five Dollars.....(\$275.00)

On the second charge the sum of Two Hundred Dollars .....

.....(\$200.00)

On the third charge the sum of Four Hundred Dollars .....

.....(\$400.00)

which said several sums it is hereby ordered to pay promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 4th day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

#### ORDER NO. 198.

#### OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

#### IN THE MATTER OF CHARGES PREFERRED BY ROSSER & FITCH AGAINST THE SEABOARD AIR LINE RAILWAY FOR VIOLATING RULE NO. 11 OF THE DEMURRAGE RULES.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by the firm of Rosser & Fitch against the Seaboard Air Line Railway, a railroad corporation doing business in this State, for a violation of Rule No. 11 of the Demurrage Rules prescribed by the said Railroad Commissioners. In this:

That on December 18, 1906, the said Rosser & Fitch ordered the said railroad company to place for unloading S. A. L. car No. 15964 consigned to themselves, which car had arrived on the line of the said railroad in Jacksonville, Florida, prior to that date, but the said car was not placed for unloading until December 29, 1906; and the said Rosser & Fitch, through the Railroad Commission-

ers aforesaid, on January 11, 1907, made claim upon the sail railroad company for Seven Dollars (\$7.00) demurrage on account of delay in placing said car after free time had expired, which claim the said railroad company refused to pay.

AND WHEREAS, Ten days' notice of the said charges and of the time and place of hearing the same was duly given to the said Seaboard Air Line Railway, and thereafter the hearing was had when the said railroad company appeared by its counsel, Hon. George P. Raney, and was heard, as well as the complainants, on the said charges, and the Railroad Commissioners aforesaid being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do find and adjudge that the Seaboard Air Line Railway has been, as charged, guilty of a violation of Rule No. 11 of the Demurrage Rules prescribed by them, which Rule is as follows:

"When any railroad company fails to deliver freight at the depot or to place loaded cars at an accessible place for unloading within seventy-two (72) hours (not including Sundays or legal holidays), computed from 10 a. m. the day after arrival of the same, the shipper or consignee shall be paid One Dollar (\$1.00) per day for each day said delivery is so delayed."

And by such violation has incurred a penalty which is hereby fixed and imposed in the sum of Two Hundred and Fifty Dollars (\$250.00), which said sum it is hereby ordered to pay promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the  
State of Florida, in session at their office in the City  
of Tallahassee, Florida, this 4th day of December,  
A.D. 1907.

Attest: (Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

## ORDER NO. 199.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.IN THE MATTER OF CHARGES PREFERRED BY  
THE W. B. JOHNSON COMPANY AGAINST THE  
SEABOARD AIR LINE RAILWAY FOR VIOLAT-  
ING RULE NO. 11 OF THE DEMURRAGE RULES.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by The W. B. Johnson Company against the Seaboard Air Line Railway, a railroad corporation doing business in this State, for a violation of Rule No. 11 of the Demurrage Rules prescribed by the said Railroad Commissioners, which said Rule is as follows:

"When any railroad company fails to deliver freight at the depot or to place loaded cars at an accessible place for unloading within seventy-two (72) hours (not including Sundays or legal holidays), computed from 10 a. m. the day after arrival of the same, the shipper or con-signee shall be paid One Dollar (\$1.00) per day for each day said delivery is so delayed."

In this, that on March 19, 1907, The W. B. Johnson Company ordered the Seaboard Air Line Railway to place for unloading C. G. W. car No. 12406 consigned to itself, which said car arrived over the line of the said railroad company in Jacksonville, Florida, prior to that date, but was not placed for unloading until April 15, 1907; and upon request of The W. B. Johnson Company, the said Railroad Commissioners made claim on the said railroad company on March 18, 1907, for Twenty (\$20.00) Dollars demurrage on account of delay in placing said car after free time had expired, which said claim the said railroad company refused to pay,

AND WHEREAS, Ten days' notice of the said charges and of the time and place of hearing the same was duly given to the said Seaboard Air Line Railway and there-after the hearing was had, when the said railroad com-pany appeared by its counsel, Hon. G. P. Raney, and was heard, as well as the complainant, on the said charges,

and the Railroad Commissioners being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do Find and Adjudge that the Seaboard Air Line Railway has been guilty, as charged, of a violation of Rule No. 11 of the Demurrage Rules prescribed by them, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of Five Hundred (\$500.00) Dollars, which said sum it is hereby ordered to pay promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 4th day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 200.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
THE C. B. VAN DEMAN CO. AGAINST THE SEA-  
BOARD AIR LINE RAILWAY FOR VIOLATING  
RULE NO. 11 OF THE DEMURRAGE RULES.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by The C. B. Van-Deman Company against the Seaboard Air Line Railway, a railroad corporation doing business in this State, for violation of Rule No. 11 of the Demurrage Rules prescribed by the said Railroad Commissioners, which said Rule is as follows:

"When any railroad company fails to deliver freight at the depot or to place loaded cars at an accessible place for unloading within seventy-two (72) hours (not including Sundays or legal holidays), computed from 10 a. m.

the day after arrival of the same, the shipper or consignee shall be paid One Dollar (\$1.00) per day for each day said delivery is so delayed."

In this, that on March 22, 1907, the C. B. VanDeman Company ordered the said railroad company to place for unloading N. Y. & N. H. car No. 13101 consigned to itself, which said car arrived over the line of the said railroad company in Jacksonville, Florida, prior to that date, but was not placed for unloading until April 15, 1907; and upon request of the said C. B. VanDeman Company the said Railroad Commissioners made claim on the said railroad company on April 10, 1907, for Sixteen (\$16.00) Dollars demurrage on account of delay in placing said car after free time had expired, which said claim the said railroad company refused to pay,

AND WHEREAS, Ten days' notice of the said charges and of the time and place of hearing the same was duly given to the said Seaboard Air Line Railway and thereafter hearing was had, when the said railroad company appeared by its counsel, Hon. Geo. P. Raney, and was heard, as well as the complainant, on said charges, and the Railroad Commissioners aforesaid being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do Find and Adjudge that the Seaboard Air Line Railway has been, as charged, guilty of violation of Rule No. 11 of the Demurrage Rules prescribed by them, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of Three Hundred and Fifty (\$350.00) Dollars, which said sum it is hereby ordered to pay promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

## ORDER NO. 201.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.IN THE MATTER OF CHARGES PREFERRED BY  
E. J. BLUME & CO. AGAINST THE SEABOARD AIR  
LINE RAILWAY FOR VIOLATING RULE NO. 19  
OF THE DEMURRAGE RULES.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by E. J. Blume & Co. against the Seaboard Air Line Railway, a railroad corporation doing business in this State, for a violation of Rule No. 19 of the Demurrage Rules prescribed by the said Railroad Commissioners, which said rule is as follows:

"Whenever shipments have been received by any railroad company, such shipments destined to stations within a distance of fifty miles from starting point, shall be transported to destination within two days from seven o'clock p. m. the day of issuing the bill of lading and in one day's additional time for each additional fifty miles or fraction thereof; *Provided*, That in computing time of freight in transit there shall be allowed twenty-four hours at each point where transferring from one railroad to another or re-handling of freight is involved, and for failure to transport such shipments within the time prescribed, the railroad company shall forfeit and pay to the consignor or consignee the sum of \$2.00 per day on all carload freight and one cent per hundred pounds per day on package freights and freights in less than carload, with minimum charge of twenty-five cents for any package, provided, the shipper makes demand therefor in writing within thirty days thereafter; *Provided further*, That in no case shall the penalty on any shipment exceed the value of the goods transported. The period of time during which the movement of trains is suspended for any cause not within the power of the roads to prevent, shall be added to the same allowed herein.

PROVIDED FURTHER, that the initial carrier shall be held responsible to the consignor or consignee for

delay in accordance with this rule, and whenever in the transportation of any freight which may pass over two or more lines any delay is occasioned after it has been promptly offered to a connection by the initial road, the initial road shall recover of the road at fault for demurrage paid in accordance with this rule."

In this, that on January 11, 1907, Stringfellow & Doty Co., at Jacksonville, Florida, shipped to the said E. J. Blume & Co., at Live Oak, Florida, one hundred (100) sacks of corn in L. & V. car No. 74145, which said car did not reach Live Oak, Florida, until March 7, 1907, and the said E. J. Blume & Co. made claim on the said railroad company for One Hundred and Two (\$102.00) Dollars demurrage on account of the time said car was delayed in transit after the free time had expired, which said claim the said railroad company declined to pay,

AND WHEREAS, Ten days' notice of the said charges and of the time and place of hearing the same was duly given to the said Seaboard Air Line Railway and thereafter the hearing was had, when the said railroad company appeared by its counsel, Hon. Geo. P. Raney, and was heard, as well as the complainants, on the said charges, and the Railroad Commissioners aforesaid being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do Find and Adjudge that the Seaboard Air Line Railway has been, as charged, guilty of a violation of Rule No. 19 of the Demurrage Rules prescribed by them, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of Eighteen Hundred (\$1,800.00) Dollars, which said sum it is hereby ordered to pay promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 4th day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

## ORDER NO. 202.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.IN THE MATTER OF CHARGES PREFERRED BY  
W. R. THOMAS AGAINST THE ATLANTIC COAST  
LINE RAILROAD COMPANY FOR VIOLATING  
RULE NO. 19 OF THE DEMURRAGE RULES.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by W. R. Thomas against the Atlantic Coast Line Railroad Company, a railroad corporation doing business in this State, for violating Rule No. 19 of the Demurrage Rules prescribed by the said Railroad Commissioners, which is as follows:

"Whenever shipments have been received by any railroad company, such shipments destined to stations within a distance of fifty miles from starting point, shall be transported to destination within two days from seven o'clock p. m. the day of issuing the bill of lading, and in one day's additional time for each additional fifty miles or fraction thereof; *Provided*, That in computing time of freight in transit there shall be allowed twenty-four hours at each point where transferring from one railroad to another or re-handling of freight is involved, and for failure to transport such shipments within the time prescribed the railroad company shall forfeit and pay to the consignor or consignee the sum of \$2.00 per day on all carload freight and one cent per hundred pounds per day on package freights and freights in less than carload, with minimum charge of twenty-five cents for any package, provided, the shipper makes demand therefor in writing within thirty days thereafter; *Provided further*, That in no case shall the penalty on any shipment exceed the value of goods transported. The period of time during which the movement of trains is suspended for any cause not within the power of the roads to prevent shall be added to the time allowed herein.

PROVIDED FURTHER, That the initial carrier shall be held responsible to the consignor or consignee for delay in accordance with this rule, and whenever in the transportation of any freight which may pass over two or more lines any delay is occasioned after it has been

promptly offered to a connection by the initial road, the initial road shall recover of the road at fault for demurrage paid in accordance with this rule."

In this, that on January 5, 1907, Stringfellow & Doty Co., at Jacksonville, Florida, shipped over the line of the Atlantic Coast Line Railroad Company to said W. R. Thomas at Gainesville, Florida, one carload of oats in A. G. S. car No. 8171, which said car did not reach Gainesville until February 2nd, 1907, and upon request of the said W. R. Thomas the Railroad Commissioners aforesaid made claim upon the said railroad company on February 20th, 1907, for Forty-Two (\$42.00) Dollars demurrage on account of the time said car was delayed in transit after free time had expired, which said claim the said railroad company has not paid,

AND WHEREAS, Ten days' notice of the said charge and of the time and place of hearing the same was duly given to the said Atlantic Coast Line Railroad Company, and thereafter the hearing was had, when the said railroad company appeared by its counsel, Hon. John L. Doggett, and was heard, as well as the complainant, on the said charges, and the Railroad Commissioners aforesaid being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do Find and Adjudge that the Atlantic Coast Line Railroad Company has been, as charged, guilty of a violation of Rule No. 19 of the Demurrage Rules prescribed by them, and by said violation has incurred a penalty which is hereby fixed and imposed in the sum of One Thousand Dollars (\$1,000.00), which said sum it is hereby ordered to pay promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 4th day of December, A. D. 1907.

(Signed)                    R. HUDSON BURR, Chairman.  
 Attest: (Signed)            R. C. DUNN, Secretary.

**ORDER NO. 203.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.****IN THE MATTER OF CHARGES PREFERRED BY  
C. W. ZARING CO. AGAINST THE SOUTHERN  
RAILWAY FOR VIOLATING RULE NO. 11 OF THE  
DEMURRAGE RULES.**

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by C. W. Zaring Company against the Southern Railway, a railroad corporation, doing business in the State of Florida, for a violation of Rule No. 11 of the Demurrage Rules prescribed by the said Commissioners, which said rule is as follows:

"When any railroad company fails to deliver freight at the depot or to place loaded cars at an accessible place for unloading within seventy-two (72) hours (not including Sundays or legal holidays), computed from 10 a. m. the day after arrival of the same, the shipper or consignee shall be paid One Dollar (\$1.00) per day for each day said delivery is so delayed."

In this, that on February 13, 1907, C. W. Zaring Company, a corporation, ordered the said Southern Railway to place for unloading C., H. & D. car No. 7826 consigned to themselves, which said car arrived over the line of the said railroad company in Jacksonville, Florida, prior to that date, but was not placed for unloading until February 22, 1907; and said C. W. Zaring Company made claim upon the said railroad company on March 7, 1907, for Six (\$6.00) Dollars on account of delay in placing said car after free time had expired, which said claim the said railroad company declined to pay,

AND WHEREAS, Ten days' notice of the said charges and of the time and place of hearing the same was duly given to the said Southern Railway, and thereafter the hearing was had when the said railroad company appeared by its counsel, E. J. L'Engle, and was heard, as well as the complainants, on the said charges, and the said Railroad Commissioners aforesaid being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do Find and Adjudge that the said Southern Railway has been guilty of a violation of Rule 11 of the Demurrage Rules prescribed by them, as charged, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of Five Hundred Dollars (\$500.00), which said sum it is hereby ordered to pay promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 4th day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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**ORDER NO. 204.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF CHARGES PREFERRED BY  
OLLIFF & COOK AGAINST THE SEABOARD AIR  
LINE RAILWAY FOR VIOLATION OF RULE NO.  
3 OF THE "RULES GOVERNING THE TRANSPOR-  
TATION OF FREIGHT."**

WHEREAS, Charges are made before the Railroad Commissioners of the State of Florida by the firm of Olliff & Cook against the Seaboard Air Line Railway, a railroad corporation, doing business in the State of Florida, for a violation of Rule No. 3 of the "Rules Governing the Transportation of Freight," prescribed by the said Railroad Commissioners, which said Rule is as follows:

"No railroad company shall decline or refuse to act as a common carrier to transport any article, proper for transportation, and a failure to transport such article within a reasonable time after the same has been offered for transportation shall be deemed a violation of this rule."

In this, that on August 22, 1907, and on divers days prior thereto after July 24th, 1907, the said railroad company declined and refused to act as a common carrier to transport certain lumber from the 72-Mile Post siding on the Western Division of the line of the said railroad company in Florida, which said lumber was offered to the railroad company for transportation and accepted by it at the said siding on July 24, 1907.

WHEREAS, Ten days' notice of the said charges and of the time and place of hearing the same was duly given to the said Seaboard Air Line Railway and thereafter the hearing was had, when the said railroad company appeared by its counsel, Hon. George P. Raney, and was heard, as well as the complainants, on the said charges, and the Railroad Commissioners aforesaid being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do Find and Adjudge that the Seaboard Air Line Railway has been, as charged, guilty of a violation of Rule No. 3 of the "Rules Governing the Transportation of Freight" prescribed by them, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of One Hundred Dollars (\$100.00), which said sum it is hereby ordered to pay promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 4th day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

## ORDER NO. 205.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
GEORGE R. SMITH AGAINST THE SOUTHERN  
EXPRESS COMPANY FOR VIOLATING RULE NO.  
3 OF THE "RULES GOVERNING THE TRANSPOR-  
TATION OF FREIGHT."

WHEREAS, Charges are made before the Railroad Commissioners of the State of Florida by George R. Smith against the Southern Express Company, a corporation doing an express business in this State, for a violation of Rule No. 3 of the "Rules Governing the Transportation of Freight," prescribed by the said Railroad Commissioners, which rule is as follows:

"No railroad company shall decline or refuse to act as a common carrier to transport any article proper for transportation, and a failure to transport such article within a reasonable time after the same has been offered for transportation shall be deemed a violation of this rule."

In this, that on August 8, 1907, the said Southern Express Company declined and refused to act as a common carrier to transport three barrels of pears from Fruitland Park, Florida, which pears were offered for transportation by the said George R. Smith, at Fruitland Park aforesigned.

AND WHEREAS, Ten days' notice of the said charges and of the time and place of hearing of the same was duly given to the said Southern Express Company, and thereafter the hearing was had, when the said Express Company appeared by its counsel, W. P. Smith, Esq., and was heard, as well as the complainant, on the said charge, and the Railroad Commissioners aforesaid being fully advised in the premises,

NOW, THEREFORE. The Railroad Commissioners of the State of Florida do Find and Adjudge that the Southern Express Company has been guilty, as charged, of a violation of Rule No. 3 of the "Rules Governing the Trans-

portion of Freight" prescribed by them, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of One Hundred and Fifty (\$150.00) Dollars, which it is hereby ordered to pay promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 4th day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 206.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY  
THE W. B. JOHNSON COMPANY AGAINST THE  
SEABOARD AIR LINE RAILWAY FOR VIOLAT-  
ING RULE NO. 11 OF THE DEMURRAGE RULES.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida by The W. B. Johnson Company against the Seaboard Air Line Railway, a railroad corporation doing business in this State, for several violations of Rule No. 11 of the Demurrage Rules prescribed by said Railroad Commissioners, which is as follows:

"When any railroad company fails to deliver freight at the depot or to place loaded cars at an accessible place for unloading within seventy-two (72) hours (not including Sundays or legal holidays), computed from 10 a. m. the day after arrival of the same, the shipper or consignee shall be paid One Dollar (\$1.00) per day for each day said delivery is so delayed."

That is to say:

1st. That on February 1st, 1907, The W. B. Johnson Company ordered the said railroad company to place for unloading S. P. car No. 18992 consigned to itself, which

said car arrived over the line of the said railroad company in Jacksonville, Florida, prior to that date, but was not placed for unloading until February 20, 1907; and upon request of The W. B. Johnson Company the said Railroad Commissioners made claim on the said railroad company on February 27th, for Thirteen (\$13.00) Dollars demurrage on account of delay in placing said car after free time had expired, which claim the said railroad company refused to pay.

2nd. That on January 14, 1907, The W. B. Johnson Company ordered the said railroad company to place for unloading L. & N. car No. 56982 consigned to itself, which said car arrived over the line of the said railroad company in Jacksonville, Florida, prior to that date, but was not placed for unloading until January 30, 1907, and upon the request of The W. B. Johnson Company the said Railroad Commissioners made claim on the said railroad company on February 27, 1907, for Nine (\$9.00) Dollars demurrage on account of delay in placing the said car after free time had expired, which claim the said railroad company refused to pay.

**AND WHEREAS**, Ten days' notice of the said charges and of the time and place of hearing the same was duly given to the said Seaboard Air Line Railway, and thereafter the hearing was had, when the said railroad company appeared by its counsel, George P. Raney, and was heard, as well as the complainants, on the said charges, and the Railroad Commissioners aforesaid being fully advised in the premises,

**NOW, THEREFORE**, The Railroad Commissioners of the State of Florida do Find and Adjudge that the Seaboard Air Line Railway has been, as charged, guilty of a violation of Rule No. 11 of the Demurrage Rules prescribed by them on each of the two said charges, and by such violations has incurred penalties which are hereby fixed and imposed as follows:

On the first charge the sum of Three Hundred and Twenty-five Dollars.....	(\$325.00)
On the second charge the sum of Three Hundred Dollars .....	(\$300.00)

which said several sums it is hereby ordered to pay promptly to the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 4th day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 207.

OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

IN THE MATTER OF CHARGES PREFERRED BY J. GORDON PEARCE AGAINST THE LIVE OAK, PERRY & GULF RAILROAD COMPANY FOR A VIOLATION OF RULE NO.17 OF THE "RULES GOVERNING THE TRANSPORTATION OF FREIGHT."

This case came on to be heard before the Railroad Commissioners at Tallahassee, on Wednesday, December 11, 1907, when the complainant appeared in person and the railroad company by Ira J. Carter, Esq., its counsel, and by R. P. Hopkins, its Traffic Manager, and evidence was adduced before the Commissioners both for and against the said charges.

After considering the evidence, the Railroad Commissioners do not think it has been clearly shown to have been the duty of the Railroad Company, defendant, to cut out the car from their train at Live Oak on the mere notification of the Traffic Manager of the Florida Railway without the production of a Bill of Lading or other evidence showing that the car had been routed over the line of the Florida Railway; nor are they prepared to decide that, under the circumstances as they then appeared to the agent of the defendant company at Live Oak, that it was the duty of the agent to make further inquiry of the Seaboard Air Line Railway as to the routing of the car when the Seaboard agent at Live Oak had delivered it to him as unrouted. If the agent had known of the circumstances and facts relating to the car which were developed at the hearing of this case it would have no doubt been his duty to have made some further inquiry as to the routing of the car. Under the terms of the charge which

the railroad company was required to answer, the decision of this case must rest upon the evidence of what happened at Live Oak before the train of the Live Oak, Perry & Gulf Railroad containing this car pulled out from the station, and therefore an Order will be entered dismissing the charges, but the Commissioners are of the opinion that the said railroad company showed a total disregard of the provisions of Rule No. 17 in retaining this car on its line at Mayo for two weeks after distinct evidence had been produced to them that the car had been routed over the Florida Railway, and in refusing to return it to Live Oak for delivery to that railway, and even upon such delivery making transportation charges over its line for the same, and that these facts, which were admitted at the hearing, would have warranted the Commissioners in imposing a substantial fine if they had been embraced within the terms of the charge which the defendant company was required to answer. The Commissioners are of the opinion that as a matter of law, Rule No. 17 applies not only to the initial carrier receiving freight under directions to routing it over a particular railway, but also to any connecting carrier not named in the routinng who received the same after due notice has been served upon it that the car is not routed over its line.

**IT IS THEREFORE ORDERED AND ADJUDGED** that the charges in this case be and the same are hereby dismissed.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 13th day of December, A. D. 1907.

(Signed)      R. HUDSON BURR, Chairman.  
Attest:    (Signed)      R. C. DUNN, Secretary.

## ORDER NO. 208.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.IN THE MATTER OF CHARGES PREFERRED BY  
J. GORDON PEARCE AGAINST THE SEABOARD  
AIR LINE RAILWAY FOR SUNDRY VIOLATIONS  
OF RULE NO. 17 OF THE "RULES GOVERNING  
THE TRANSPORTATION OF FREIGHT."

WHEREAS, Charges were preferred by J. Gordon Pearce against the Seaboard Air Line Railway, a railroad corporation doing business in the State of Florida, that the said railroad company did by its officers, agents and employees violate and disregard the provisions of Rule No. 17 of the "Rules Governing the Transportation of Freight" provided and prescribed by the said Railroad Commissioners, which said Rule is as follows:

"The right of a shipper to direct by what line or lines of railroad in this State his shipments shall be transported within the State of Florida shall be observed by all railroads in this State." In this,

1st. That on, to wit. October 18, 1907, the Hutchinson Shoe Company delivered to the said railroad company as the initial carrier at Jacksonville, Florida, certain merchandise, to wit, thirty (30) cases of shoes consigned to the said Gordon Pearce at Alton, Florida, with directions that the same should be transported by it to Live Oak, Florida, and there by it delivered to the Florida Railway Company for transportation to destination at Alton, a station on the line of the said Florida Railway Company, but that disregarding the said instructions as to routing the said Seaboard Air Line Railway transported said merchandise to Live Oak aforesaid and there delivered it to the Live Oak, Perry & Gulf Railroad for transportation to Alton, which is a station on the line of the said Live Oak, Perry & Gulf Railroad, also.

2nd. Also, that on, to wit, October 19, 1907, the Covington Company delivered to the said railroad company as the initial carrier at Jacksonville, Florida, certain merchandise, to wit, two cases (2) of clothing and two (2) cases of notions consigned to the said J. Gordon Pearce at Alton, Florida, with directions that the same should

be transported by it to Live Oak, Florida, and there by it delivered to the Florida Railway Company, a station on the line of the said Florida Railway Company, but that disregarding the said instructions as to routing, the Seaboard Air Line Railway transported said merchandise to Live Oak aforesaid, and there delivered it to the Live Oak, Perry & Gulf Railroad for transportation to Alton, which is a station on the line of the Live Oak, Perry & Gulf Railroad also.

3rd. Also that on, to wit, October 23, 1907, the said J. Gordon Pearce delivered to the said railroad company as the initial carrier at Tallahassee, Florida, a certain carload of household goods to be transported to Alton, Florida, with directions that the same should be transported by it to Live Oak, Florida, and there by it to be delivered to the Florida Railway Company for transportation to its destination at Alton, a station on the line of the said Florida Railway Company, but that, disregarding the said instructions as to routing, the Seaboard Air Line Railway transported the said carload of household goods to Live Oak aforesaid and there delivered it to the Live Oak, Perry & Gulf Railroad for transportation to Alton, which is a station on the line of the said Live Oak, Perry & Gulf Railroad also.

AND WHEREAS, Ten days' notice of said charges of such violation and disregard of said Rule was given to the said Seaboard Air Line Railway by the Railroad Commissioners aforesaid, and after the expiration of the said ten days at the time and place fixed in the said notice for the hearing of the same, the parties appeared, that is to say, the complainant in person and the Seaboard Air Line Railway by Hon. George P. Raney, its counsel, and by E. D. Kyle, its Assistant General Freight Agent, and were heard by the said Railroad Commissioners upon the said charges, and the Railroad Commissioners being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do Find and Adjudge that the Seaboard Air Line Railway has been guilty of a violation of Rule No. 17 of the "Rules Governing the Transportation of Freight" prescribed by them on each and every of the said charges preferred against it; and by such violation has incurred penalties which are hereby fixed and imposed as follows:

On the first charge the sum of Three Hundred and Seventy-five Dollars.....	(\$375.00)
On the second charge the sum of Three Hun- dred and Seventy-five Dollars.....	(\$375.00)
On the third charge the sum of Seven Hundred and Fifty Dollars.....	(\$750.00)

which said several sums the said railroad company is hereby ordered to pay promptly to the State Treasurer of the State of Florida.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 13th day of December, A. D. 1907.

Attest: (Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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#### ORDER NO. 209.

#### OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

#### IN THE MATTER OF PETITION RELATIVE TO DEPOT FACILITIES AND AGENCY AT DUKES, FLORIDA.

This matter coming on to be heard on the 11th day of November, A. D. 1907, after due notice to the Atlantic Coast Line Railroad Company, and the said railroad company being represented by Mr. Morton Riddle, General Superintendent, and the Commissioners having heard the representatives of the said railroad company, and being fully advised in the premises,

**IT IS HEREBY ORDERED AND ADJUDGED** that the Atlantic Coast Line Railroad Company construct a depot at Dukes, Florida, of sufficient dimensions to meet the requirements of the public at that point, to be completed on or before September 1st, 1908.

**IT IS FURTHER ORDERED** That the said Atlantic Coast Line Railroad Company establish an agency at Dukes on or before the first day of October, A. D. 1908.

Done and ordered by the Railroad Commissioners of the State of Florida, at their office in the City of Tallahassee, Florida, this 19th day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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**ORDER NO. 210.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.**

**IN THE MATTER OF PETITION OF CITIZENS OF PLANT CITY FOR BETTER PASSENGER DEPOT FACILITIES.**

This matter coming on to be heard on the 11th day of November, 1907, after due notice to the Atlantic Coast Line Railroad Company, and the said railroad company being represented by Mr. Morton Riddle, General Superintendent, and the petitioners by Messrs. G. B. Wells and J. L. Younge, and the Commissioners having heard the representatives of the said railroad company and the petitioners, and being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that you, the Atlantic Coast Line Railroad Company, construct a passenger depot at Plant City, Florida, with waiting rooms and suitable toilet accommodations for white and colored passengers, said rooms to be not less than twenty feet square, the same to be completed on or before the 1st day of July, A. D. 1908.

It is further ordered that plans for the said passenger depot be submitted to the Railroad Commissioners of the State of Florida for their approval on or before the 1st day of February, A. D. 1908.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 13th day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

**ORDER NO. 211.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.****IN THE MATTER OF PETITION OF CITIZENS OF  
PLANT CITY FOR BETTER PASSENGER DEPOT  
FACILITIES.**

This matter coming on to be heard on the 11th day of November, 1907, after due notice to the Seaboard Air Line Railway, and the said railway company being represented by Mr. W. J. Jenks, Superintendent, and G. P. Raney, Esq., and the petitioners by Messrs. G. B. Wells and J. L. Younge, and the Commissioners having heard the representatives of the said railroad company and the petitioners, and being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that you, the Seaboard Air Line Railway, construct a passenger depot at Plant City, Florida, with waiting rooms and suitable toilet accommodations for white and colored passengers. said rooms to be not less than twenty feet square, the same to be completed on or before the 1st day of July, A. D. 1908.

It is further ordered that plans for the said passenger depot be submitted to the Railroad Commissioners of the State of Florida for their approval on or before the 1st day of February, A. D. 1908.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 13th day of December, A. D. 1907.

(Signed)                  R. HUDSON BURR, Chairman.  
Attest: (Signed)                  R. C. DUNN, Secretary.

## ORDER NO. 212.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.IN THE MATTER OF THE AMENDMENT OF RULE  
NO. 15 OF THE "RULES GOVERNING THE TRANS-  
PORTATION OF FREIGHT."

This matter coming on to be heard on December 18th, 1907, after due notice to all the railroad companies and common carriers doing business wholly or in part within the State of Florida, and the said railroad companies having been given an opportunity to be heard, and the Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the Rules and Regulations of the Railroad Commissioners of the State of Florida be and the same are hereby amended, as follows:

By substituting the following in lieu of Rule 15 of the "Rules Governing the Transportation of Freight":

"15. A charge of not more than two dollars per car, without regard to its weight or contents, will be allowed for transporting, switching or transferring a loaded car from any point on any railroad to any connecting railroad, or to any warehouse, side-track or other point of delivery that may be designated by the consignee, within a distance of three miles from the point of starting, and no railroad company shall decline or refuse to transport, switch or transfer any car as above, or, to receive it from any connecting railroad for such purposes.

"When in the transfer, switching or transportation of a car between such points, it is necessary to pass over the track or tracks of any intermediate railroad or railroads, said maximum charge of two dollars shall be equitably divided between the railroads at interest.

"When a charge is made for the transfer, switching or transportation of a loaded car between such points, no additional charge shall be made for the accompanying movement of the empty car in the opposite direction.

"PROVIDED, That this rule shall not interfere with any prevailing legal rate for the transportation of freight

between different stations; and shall not apply to any freight that does not pay a direct freight transportation charge in connection with a switching charge."

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 21st day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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#### ORDER NO. 213.

#### BEFORE THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

#### IN THE MATTER OF THE CONSTRUCTION OF A UNION PASSENGER DEPOT AT LIVE OAK, FLORIDA.

WHEREAS, The Atlantic Coast Line Railroad Company, the Seaboard Air Line Railway, the Live Oak, Perry & Gulf Railroad Company, and the Florida Railway Company, being all the railroad companies whose railroads enter the City of Live Oak, Florida, were each duly notified by an order of the said Railroad Commissioners entered November 16, 1907, and duly served, that there would be a meeting of the said Railroad Commissioners at their office in the City of Tallahassee, on December 10, 1907, at 3 o'clock p. m. to consider the adoption of an order requiring the said railroad companies to construct a Union Passenger Depot at Live Oak aforesaid, at which meeting they should have an opportunity to be heard;

AND WHEREAS, By a further notice dated December 7, 1907, duly served on each of the said railroad companies, the said hearing was, by the Railroad Commissioners postponed until December 18, 1907, at 3 o'clock p. m., at which time the said hearing was had, when the Atlantic Coast Line Railroad Company appeared by Mr. J. N. Brand, General Superintendent of its Third Division, and the Seaboard Air Line Railway appeared by Hon. Geo. P.

Raney, its counsel, and Mr. W. A. Witt, its Superintendent; and the Live Oak, Perry & Gulf Railroad Company appeared by S. T. Grimshaw, Superintendent, and the Florida Railway Company did not appear, but filed a statement through Mr. Frank Drew, its President and General Manager, and all the said railroad companies had an opportunity to be heard and all of them present were heard on the same subject.

AND WHEREAS, It appeared at the said hearing that the existing passenger depot at Live Oak is owned and used jointly by the Atlantic Coast Line Railroad Company and the Seaboard Air Line Railway, who have admitted the two other said railroad companies to the privileges, facilities and use of the same by way of lease, and that, as confessed by the said railroad companies interested, and confirmed by the personal knowledge of the said Railroad Commissioners, the existing station is entirely inadequate for the passenger business done therein, and for the proper comfort and convenience of the public using the same;

NOW, THEREFORE, The Railroad Commissioners aforesaid do order and require the Atlantic Coast Line Railroad Company and the Seaboard Air Line Railway to erect, operate and maintain a new joint passenger terminal or union depot in the said City of Live Oak, Florida, into which they shall continue to admit the said Live Oak, Perry & Gulf Railroad Company and the Florida Railway Company as heretofore; that the plans for the same shall be submitted to the said Railroad Commissioners on or before February 1, 1908, for inspection and approval; that construction thereof shall begin on or before May 1, 1908, and that the same shall be completed on or before August 1, 1908.

And it is further ordered that the said depot be erected on that part of the depot lot or yard between the existing depot and the east side of Ohio Avenue.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 21st day of December, A. D. 1907.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

**ORDER NO. 214.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.****IN THE MATTER OF PETITION FOR A UNION PAS-  
SENGER DEPOT AT GAINESVILLE, FLORIDA.**

This matter coming on for final hearing on December 11th, 1907, after due notice to the Seaboard Air Line Railway, and the Atlantic Coast Line Railroad Company, and the Jacksonville & Tampa Railway Company, and there being present representing the Seaboard Air Line Railway W. J. Jenkins, Superintendent, and G. P. Raney, Esq., Counsel; representing the Atlantic Coast Line Railroad Company Morton Riddle, General Superintendent, and W. E. Kay, Esq., Counsel; and representing the Jacksonville & Tampa Railway Company F. M. Simonton, Esq., and representing the petitioners J. H. Jarvis, Esq., and the Commissioners having heard the representatives of both the railroads and the petitioners, and being fully advised in the premises,

**IT IS HEREBY ORDERED AND ADJUDGED that the petition be and the same is hereby denied.**

**Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 4th day of January, 1908.**

(Signed)      R. HUDSON BURR, Chairman.  
Attest: (Signed)    R. C. DUNN, Secretary.

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**ORDER NO. 215.****OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.****IN THE MATTER OF THE PROPOSED RULES 9, 10  
AND 11 OF THE "RULES GOVERNING THE  
TRANSPORTATION OF PASSENGERS."**

This matter coming on to be heard on January 27th, 1908, after due notice to all the Railroads and Common

Carriers doing business wholly or in part within the State of Florida, and they having been given an opportunity to be heard and the Railroad Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the following be, and the same are, hereby adopted as Rules No. 9, 10 and 11 of the "Rules Governing the Transportation of Passengers." That is to say:

9. All railroad and terminal companies are required at all their regular agency stations:

(1) To provide fires in the waiting rooms whenever fires are necessary for the comfort of the traveling public.

(2) To light the waiting rooms and the approaches to trains, after dark, sufficiently for the comfort and the safety of the traveling public.

(3) To keep the waiting rooms in a clean and sanitary condition.

(4) To keep a sufficient supply of good drinking water for the traveling public.

10. All railroad companies shall operate on each passenger train a sufficient number of comfortable passenger coaches to provide seats for such number of passengers as they may reasonably expect for the daily travel on such train.

11. All railroad and other companies owning or operating passenger coaches (which shall include sleeping cars and chair cars) are required:

(1) To heat them whenever necessary for the comfort of the passengers.

(2) To light them sufficiently after dark.

(3) To keep in them a sufficient supply of good drinking water for the passengers.

(4) To keep them in a clean and sanitary condition.

(5) To see that no passenger is permitted to monopolize more than one seat when seats are required for other passengers. In sleeping cars the sale of one berth shall entitle the passengers, when the berths are not made up in the section, to one-half of the section, but the sale of a day seat shall entitle the passenger to but one seat in a section. It is hereby made the especial duty of all train conductors and of all sleeping car and chair car con-

ductors in their respective cars to enforce this 5th paragraph of Rule 11, but a failure by them so to enforce it, will be deemed a violation thereof on the part of the company.

It is further ordered that the said Rules shall take effect February 5th, 1908.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 28th day of January, 1908.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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ORDER NO. 216.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF THE PROPOSED RULES 11,  
12 and 13 OF THE "GENERAL RULES."

This matter coming on to be heard on January 27, 1908, after due notice to all the Railroads and Common Carriers doing business wholly or in part within the State of Florida and they having been given an opportunity to be heard and the Railroad Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the following be, and the same are, hereby adopted as Rules numbers 11, 12 and 13 of the "General Rules." That is to say:

11. Whenever in any of the Rules prescribed by the Commissioners, common carriers are required to perform or not to perform any act or acts, such requirements shall not be construed to be so absolute as to deprive a common carrier of any excuse which the law regards as sufficient for the non-performance or the performance of such act or acts.

12. Every railroad company shall report to the Railroad Commissioners immediately by telegram, any wreck,

either of passenger or of freight train, that may occur on its line in this State, giving as nearly as possible, the cause of the wreck, the extent of the damage to the equipment and the track, and the number of persons killed or wounded; and such telegram shall be followed with a full written statement, made within five days thereafter, giving full details of the above matters, and the names and addresses of the persons killed or wounded, whether employees or others.

This rule shall not apply to simple derailments of freight cars or yard engines, when switching or shifting in yards, except when some person is killed or injured, in which case, a report shall be made as in other cases.

13. All common carriers shall post in their stations and in their cars all such notices pertaining to the regulation of their business, as the Railroad Commissioners may direct.

It is further ordered that the said Rules shall take effect on February 5th, 1908.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 28th day of January, A. D. 1908.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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#### ORDER NO. 218.

#### OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

#### IN THE MATTER OF THE PHYSICAL CONDITION OF THAT PART OF THE SEABOARD AIR LINE RAILWAY, KNOWN AS THE WEST SHORE RAIL- ROAD.

Whereas, on the 14th day of February, A. D. 1908, a notice was issued by the Railroad Commissioners of the State of Florida to S. Davies Warfield, R. Lancaster Williams and E. C. Duncan as Receivers of the Seaboard Air

Line Railway, citing them to appear before the said Railroad Commissioners and show cause why the said Railroad Commissioners should not make an order on them as such Receivers, to make certain repairs and to do and perform certain work on the said West Shore Railroad as recommended by the Inspecting Engineer of the said Railroad Commissioners, which recommendations were as follows:

1. That the rotten ties in the track be replaced with sound ties, and that the track be put in good surface.
2. That the protected piles at the Manatee River trestle be examined, and new piles put in, where necessary, and that on each end of the same trestle, where temporary repairs have been made, the piles cut off and frame bents put in, or pile bents driven, unless this part of the trestle is filled in within a short time.
3. That rotten stringers, guard rails and ties in the trestles, mainly at Little River, Alafia River and trestle South of Durant be replaced.

And Whereas, at the time and place appointed, to-wit: on the 19th day of February, A. D. 1908, at 10 o'clock, a. m. in the City of Tallahassee, the said Receivers appeared by their Counsel, Hon. George P. Raney, before the said Railroad Commissioners and a hearing was had in which the said Receivers were heard and thereupon the said Railroad Commissioners after due consideration, do find that the part of the Seaboard Air Line Railway known as the West Shore Railroad is, as to its track and structures, in bad physical condition so as to render it unsafe for the running of trains over it at an ordinary rate of speed and that the repairs and the work recommended by the Inspecting Engineer ought to be made and performed for the protection of the lives and of the property of the public on said railroad:

IT IS THEREFORE ORDERED that the said S. Davies Warfield, R. Lancaster Williams and E. C. Duncan, as Receivers of the Seaboard Air Line Railway, do forthwith begin to put the track and the structures on that part of the Seaboard Air Line Railway known as the West Shore Railroad, in a condition reasonably safe for the passage of trains over it at an ordinary and reasonable rate of speed, by

1. Replacing the rotten ties with sound ties, and putting the track into good surface.

2. By putting new piles into the Manatee River trestle, whenever found to be necessary, after examination, and, unless each end of the trestle be filled up, by cutting off the piles and putting in frame bents or driving pile bents at each end of the trestle.

3. By replacing the rotten stringers, guard rails and ties in all the trestles, with sound ones, especially in the trestles at Little River, Alafia River and that south of Durant.

It is further ordered that the repairs and work aforesaid shall be first done where the track and the structures are in the worst condition, and that the entire repairs and work shall be completed ninety (90) days from the date of this order.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, this 22nd day of February, A. D. 1908.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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#### ORDER NO. 219.

#### OFFICE OF THE RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA.

#### IN THE MATTER OF FREIGHT AND PASSENGER RATES FOR THE FLORIDA CENTRAL RAILROAD COMPANY.

The Florida Central Railroad Company, having made application to the Railroad Commissioners through its attorney, J. L. Neely, Esq., for an order prescribing a schedule of freight and passenger rates for the use of said railroad company, and the Commissioners being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the following schedule of freight and passenger rates be, and is, allowed and prescribed for the Florida Central Railroad Company, and the same shall be put into opera-

tion by the said railroad company and be effective March 2nd, 1908, on said railroad:

Passenger rates, 4 cents per mile.

It is further ordered that the Classification, Rules and Regulations, Rates on Cotton, Rates on Fruits and Vegetables, and Rates on Sugarcane prescribed by the Railroad Commissioners of the State of Florida shall be effective March 2nd, 1908, on said railroad.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 25th day of February, A. D. 1908.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

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**ORDER NO. 220.**

**OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.**

**IN THE MATTER OF ALLEGED VIOLATION OF  
SECTION 2907 OF THE GENERAL STATUTES OF  
THE STATE OF FLORIDA BY THE SEABOARD  
AIR LINE RAILWAY, IN NOT SUBMITTING A CON-  
TRACT FOR THE USE OF CARS TO THE RAIL-  
ROAD COMMISSIONERS.**

Whereas, Charges were made before the Railroad Commissioners of the State of Florida that the Seaboard Air Line Railway, a railroad corporation, did, by its officers, agents and employees, violate the provisions of Section 2907 of the General Statutes, by entering into a contract and agreement without having submitted the same to the Railroad Commissioners for inspection, correction and approval, with the Atlantic Coast Line Railroad Company, the Florida East Coast Railway Company, and the Georgia, Southern & Florida Railway Company and other railroad companies doing business in this State, that each railroad company should pay for the use of

freight cars other than its own the sum of fifty cents per day, which should be paid for every calendar day, which said contract and agreement applies to the use of freight cars in transportation between points wholly in this State.

And Whereas, Ten days' notice, by a notice dated January 25, A. D. 1908, of the said charges and of the time and place of hearing the same was duly given to the Seaboard Air Line Railway, and thereafter the hearing was had as appointed, on February 7, A. D. 1908, when there appeared in response to said notice, S. Davies Warfield, R. Lancaster Williams and E. C. Duncan, Receivers of the said Seaboard Air Line Railway appointed on January 3, A. D. 1908, by the Circuit Court of the United States, for the Fifth Judicial Circuit of the United States, by their Counsel, Hon. George P. Raney, and by their Superintendent of Terminals, Mr. S. B. Zartman, and defended the charge as such Receivers when it appeared that the said Receivers had affirmed and operated under the said contract and agreement and the Railroad Commissioners being fully advised in the premises.

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do find and adjudge that the said S. Davies Warfield, R. Lancaster Williams and E. C. Duncan, as Receivers of the Seaboard Air Line Railway, have been guilty of a violation of Section 2907 of the General Statutes, as charged, against the Seaboard Air Line Railway, and by such violation have incurred, as such Receivers, a penalty which is hereby fixed and imposed in the sum of Two Hundred and Fifty Dollars; which said sum they are hereby ordered to pay promptly to the State Treasurer.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, this 26th day of February, A. D. 1908.

(Signed)                    R. HUDSON BURR Chairman.  
Attest: (Signed)            ROYAL C. DUNN, Secretary.

## ORDER NO. 221.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.IN THE MATTER OF THE ALLEGED VIOLATION OF  
SECTION 2907 OF THE GENERAL STATUTES BY  
THE ATLANTIC COAST LINE RAILROAD COM-  
PANY IN NOT SUBMITTING A CONTRACT FOR  
THE USE OF CARS TO THE RAILROAD COMMIS-  
SIONERS.

Whereas, charges were made before the Railroad Commissioners of the State of Florida that the Atlantic Coast Line Railroad Company, a railroad corporation, did, by its officers, agents and employees, violate the provisions of Section 2907 of the General Statutes by entering into a contract and agreement, without having submitted the same to the Railroad Commissioners for inspection, correction and approval, with the Florida East Coast Railway Company, the Seaboard Air Line Railway and the Georgia Southern & Florida Railway Company, and other railroad companies doing business in this State, that each railroad company should pay for the use of freight cars other than its own the sum of fifty cents per day, which should be paid for every calendar day, which said contract and agreement applies to the use of freight cars in transportation between points wholly in this State.

And, Whereas, ten days' notice of the said charge and of the time and place of hearing the same was duly given to the Atlantic Coast Line Railroad Company, and thereafter the hearing was had, as appointed, on February 7, 1908, when the said railroad company appeared by its Counsel, Hon. W. E. Kay, and was heard upon said charge, and the Railroad Commissioners being fully advised in the premises.

NOW, THEREFORE, the Railroad Commissioners of the State of Florida do find and adjudge that the Atlantic Coast Line Railroad Company has been guilty of a violation of Section 2907 of the General Statutes, as charged, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of Two

Hundred and Fifty Dollars, which said sum it is hereby ordered to pay promptly to the State Treasurer.

Done and Ordered by the Railroad Commissioners of the State of Florida in session at their office in the City of Tallahassee this 26th day of February, A. D. 1908.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) ROYAL C. DUNN, Secretary.

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ORDER NO. 222.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF THE ALLEGED VIOLATION OF SECTION 2907 OF THE GENERAL STATUTES BY THE FLORIDA EAST COAST RAILWAY COMPANY, IN NOT SUBMITTING A CONTRACT FOR THE USE OF CARS TO THE RAILROAD COMMISSIONERS.

Whereas, charges were made before the Railroad Commissioners of the State of Florida that the Florida East Coast Railway Company, a railroad corporation, did, by its officers, agents and employees, violate the provisions of Section 2907 of the General Statutes by entering into a contract and agreement, without having submitted the same to the Railroad Commissioners for inspection, correction and approval, and the Atlantic Coast Line Railroad Company, the Seaboard Air Line Railway and the Georgia Southern & Florida Railway Company and other railroad companies doing business in this State, that each railroad company should pay for the use of freight cars other than its own the sum of fifty cents per day, which should be paid every calendar day, which said contract and agreement applies to the use of freight cars in transportation between points wholly in this State.

And, Whereas, ten days' notice of the said charge and of the time and place of hearing the same was duly given to the Florida East Coast Railway Company, and thereafter

the hearing was had as appointed on February 7, 1908, when said railroad company appeared by its counsel, Hon. Alex. St. Clair Abrams, and was heard upon the said charge, and the Railroad Commissioners being fully advised in the premises,

NOW, THEREFORE, the Railroad Commissioners of the State of Florida do find and adjudge that the Florida East Coast Railway Company has been guilty of a violation of Section 2907 of the General Statutes, as charged, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of Two Hundred and Fifty Dollars, which said sum it is hereby ordered to pay promptly to the State Treasurer.

Done and Ordered by the Railroad Commissioners of the State of Florida in session at their office in the City of Tallahassee, Florida, this 26th day of February, A. D. 1908.

(Signed) R. RUDSON BURR, Chairman.  
Attest: (Signed) ROYAL C. DUNN, Secretary.

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ORDER NO. 223.

OFFICE OF THE RAILROAD COMMISSIONERS OF  
THE STATE OF FLORIDA.

IN THE MATTER OF THE ALLEGED VIOLATION  
OF SECTION 2907 OF THE GENERAL STATUTES  
BY THE GEORGIA SOUTHERN & FLORIDA RAIL-  
WAY COMPANY, IN NOT SUBMITTING A CON-  
TRACT FOR THE USE OF CARS TO THE RAIL-  
ROAD COMMISSIONERS.

WHEREAS, Charges were made before the Railroad Commissioners of the State of Florida that the Georgia Southern & Florida Railway Company, a railroad corporation, did, by its officers, agents and employees, violate the provisions of Section 2907 of the General Statutes by entering into a contract and agreement, without having submitted the same to the Railroad Commissioners for inspection, correction and approval, with the Atlantic

Coast Line Railroad Company, the Seaboard Air Line Railway and the Florida East Coast Railway Company and other railroad companies doing business in this State, that each railroad company should pay for the use of freight cars other than its own the sum of fifty cents per day, which should be paid for every calendar day, which said contract and agreement applies to the use of freight cars in transportation between points wholly in this State,

AND WHEREAS, Ten days' notice of the said charge and of the time and place of hearing the same was duly given to the Georgia Southern and Florida Railway Company, and thereafter the hearing was had as appointed on February 7, 1908, when the said railway company appeared by its Counsel, Hon. John I. Hall, and Mr. F. S. Parrott, its Vice President, and was heard upon the said charge, and the Railroad Commissioners being fully advised in the premises,

NOW, THEREFORE, The Railroad Commissioners of the State of Florida do Find and Adjudge that the Georgia Southern and Florida Railway Company has been guilty of a violation of Section 2907 of the General Statutes, as charged, and by such violation has incurred a penalty which is hereby fixed and imposed in the sum of Two Hundred and Fifty Dollars, which said sum it is hereby ordered to pay promptly to the State Treasurer.

Done and ordered by the Railroad Commissioners of the State of Florida, in session at their office in the City of Tallahassee, Florida, this 26th day of February, A. D. 1908.

(Signed) R. HUDSON BURR, Chairman.  
Attest: (Signed) R. C. DUNN, Secretary.

## **APPENDIX B.**

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**RULES**

**AND**

**REGULATIONS.**

# RULES AND REGULATIONS

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## For the Government of the Transportation of Persons and Property on the Rail- roads in Florida, as Re- vised to Date

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RAILROAD COMMISSION, STATE OF FLORIDA.

TALLAHASSEE, Fla., March 1, 1908.

The following Rules and Regulations are prescribed for the government of the transportation of persons and property by the railroad companies and common carriers doing business wholly or in part within the State of Florida, all others conflicting therewith being hereby repealed.

R. HUDSON BURR, *Chairman.*

JOHN L. MORGAN,

NEWTON A. BLITCH,

*Commissioners.*

ROYAL C. DUNN, *Secretary.*

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## SECTION 1—GENERAL RULES.

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### COMPLAINTS.

1. All complaints made to the Commission shall be in writing, and shall distinctly set forth the grounds of complaint. In like manner all defenses shall be in writing, and shall distinctly set forth the grounds of defense.

**MONTHLY AND ANNUAL REPORTS.**

2. Each railroad company shall make and file in the office of the Commission by the last day of each month a report of its earnings and operating expenses for the preceding month, according to the form prescribed by the Commission. Also, by the last day of each month shall make monthly report to the Commissioners of the number of miles or fractions thereof of main line, branches, spurs and side tracks constructed during the month previous to the making of the report; shall report the construction of depots or other buildings, giving the dimensions of such depots or other buildings; shall report all agreements entered into with other railroad companies for the construction of joint terminal facilities or union depots, or terms of agreement for participation in terminals or depot facilities of other companies. Also, on or before the first day of September of each year an annual report of its earnings, operating expenses and general operations for the preceding year, ending June 30, in accordance with section 10, Railroad Commission Law, approved June 3, 1899. The monthly reports to be verified by the affidavits of the General Manager (if there be one) or Superintendent or other principal officer in charge, and the Treasurer or Auditor; the annual reports to be verified by the affidavits of the President, Superintendent or General Manager, and Auditor or Treasurer.

**SECRET REDUCTIONS, REBATES, ETC.**

3. There shall be no secret reductions of rates of freight and passenger fares, and no rebates, drawback or other advantage in any form shall be given or paid, either directly or indirectly, upon shipments made or service rendered to any person not allowed to all persons under like circumstances and conditions, but the same shall be uniform to all, and public.

**POSTING SCHEDULES, ETC.**

4. Each railroad company shall post in a conspicuous place, and keep the same continually posted, at each of its stations where there are agents, a copy of the schedule of freight and passenger rates revised and adopted for the use of such company by the Commission; a copy of all the rules and regulations prescribed by the Commis-

sion for the government of the transportation of freight and passengers applicable on its lines of road, and a copy of the official classification; also copies of all changes made, whether the same shall be made by such railroad company or by the Commissioners; also a table of distances between each station; and when any change in said schedule of rates or classificaton is made, a copy of said change shall be immediately furnished the office of said Commissioners and shall be posted in the same manner as above.

#### RATES APPLYING IN BOTH DIRECTIONS.

5. The rates prescribed by the Commission shall (except in cases specified) apply in either direction.

#### BASIS OF COMPUTING RATES.

6. In computing rates for the transportation of property and passengers, the mileage of the shortest available practical route shall be used. No railroad doing business in the State shall charge more for the transportation of property or passengers between any interstate points than the lowest rates between such points thus computed.

#### INCREASED RATES.

7. In no case shall any railroad or common carrier doing business wholly or in part within the State of Florida advance or increase any special rate or other rates, demurrage charges, storage or wharfage charges, without first submitting the proposed increased rate or rates, demurrage, storage or wharfage charges to the Railroad Commissioners and receiving their approval.

#### BOOKS AND PAPERS TO BE FURNISHED.

8. Each railroad company or common carrier doing business in the State of Florida shall furnish to the Railroad Commission on demand any books or papers in the possession of said railroad company or common carrier, and a written transcript or copy of any paper in the possession of said railroad company or common carrier which may appear to the Commission as necessaryto aid them in the discharge of their duty.

## TRAFFIC ARRANGEMENTS, ETC., BETWEEN. RAILROADS.

9. Copies of all rate sheets, tariffs and circular orders issued, and all contracts and agreements between railroad companies as to the rates of freight and passenger tariffs, and all arrangements and agreements whatever as to the division of earnings of any kind by competing or connecting lines of railroad doing business in this State, shall be submitted to the Commission for inspection, revision and approval.

### RIGHT TO MODIFY OR SUSPEND RULES.

10. The Commissioners reserve the right to suspend or modify the enforcement of any of their rules, regulations, rates, etc., at discretion when, in their opinion, the conditions are such that a strict enforcement of the same would work hardship or injustice.

11. Whenever in any of the Rules prescribed by the Commissioners, common carriers are required to perform or not to perform any act or acts, such requirements shall not be construed to be so absolute as to deprive a common carrier of any excuse which the law regards as sufficient for the non-performance or the performance of such act or acts.

12. Every railroad company shall report to the Railroad Commissioners immediately by telegram, any wreck, either of passenger or of freight train, that may occur on its line in this State, giving as nearly as possible, the cause of the wreck, the extent of the damage to the equipment and the track, and the number of persons killed or wounded; and such telegram shall be followed with a full written statement, made within five days thereafter, giving full details of the above matters, and the names and addresses of the persons killed or wounded, whether employees or others.

This rule shall not apply to simple derailments of freight cars or yard engines, when switching or shifting in yards, except when some person is killed or injured, in which case, a report shall be made as in other cases.

13. All common carriers shall post in their stations and in their cars all such notices pertaining to the regulation of their business as the Railroad Commissioners may direct.

## SEC. 2—RULES GOVERNING TRANSPORTATION OF PASSENGERS.

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### BAGGAGE.

1. Each passenger shall be entitled to free transportation of baggage not exceeding 150 pounds in weight.

### LESS THAN MAXIMUM RATES MAY BE CHARGED.

2. Railroads will not be prohibited from charging less than the rates prescribed for the transportation of passengers, provided such charge is not an unjust discrimination in favor of or against persons or localities.

### MINIMUM FARE.

3. Ten (10) cents as a minimum fare may be collected where the regular fare would be less than that sum.

### COMPUTATION OF FRACTIONS.

4. Where the fare for any distance does not end in 0 or 5, sums ending in  $2\frac{1}{2}$  or over may be counted as 5, and sums less than  $2\frac{1}{2}$  as 0. For example: for 42 $\frac{1}{2}$  cents collect 45, and for 42 cents collect 40. Nothing in this rule shall prevent any railroad company from giving the exact change in cents.

### FREE OR REDUCED RATES, EXCURSIONS, ETC.

5. A railroad company shall not be prevented from the free carriage of destitute or homeless persons transported by charitable societies and the necessary agents employed in such transportation, or from the issuance of mileage, excursion, commutation or round trip passenger tickets; or from giving free carriage to its own officers and employees; or to prevent the principal officers of any railroad company or companies from exchanging passes or tickets with other railroad companies for their officers and employees; or free carriage or reduced rates to persons in charge of live stock shipped from the points of

shipment to destination and return, or from issuing second-class tickets, for the holders of which second-class tickets so issued second-class accommodations shall be furnished.

#### POSTING ARRIVAL OF DELAYED TRAINS.

6. It shall be the duty of any railroad operating in the State of Florida to keep a bulletin board of sufficient size at every open telegraph station along its line where such train is scheduled to stop, on which shall be plainly posted the schedule time of arrival of all its passenger trains; and when any passenger train on any such railroad shall be behind the schedule time more than thirty minutes it shall be the duty of said railroad to promptly bulletin and keep posted at every such open telegraph station along its line in the direction which said train is going, the time such train is behind the schedule time.

Such notice of late trains shall be bulletined not less than half an hour before the schedule time of arrival of said train, but passengers acting upon this information will do so at their own risk.

A copy of this rule, printed in large type, shall be posted at top of bulletin board at all open telegraph stations.

#### COLLECTION OF CASH FARES.

7. Passengers boarding railroad trains at any station where there is a ticket office duly kept open for at least thirty minutes before the departure of a passenger train may be charged not exceeding 15 cents extra passenger fare if they do not present ticket to the conductor for their transportation; provided, however, that this rule shall not apply in cases where the connection between trains is too close to permit passengers to purchase tickets.

All railroad companies are required to post a printed copy of this order at one or more conspicuous places in their ticket office, such notice to be printed on cardboard in large type.

#### COLLECTION OF CASH FARE ON G., S. & F. RY.

8. Order No. 22 is hereby amended by the addition of the following: That said Order No. 22 shall not be operative on the line of the Georgia Southern and Florida Railway, but the following shall be the rule on said line:

That passengers who board a train on the Georgia Southern and Florida Railway where there is a ticket agent, may be charged four cents per mile only to the next regular station, and the regular fare of three cents per mile from there on.

That it shall be their duty to keep their ticket office open for thirty minutes before the departure of passenger trains; provided, that any way stations where there is but one agent to perform the duties of passenger, freight and express agent, the office may be closed for the sale of tickets one minute before the arrival of the train.

The Georgia Southern and Florida Railway Company is required to post a printed copy of this order at one or more conspicuous places in the ticket office, such notice to be printed on cardboard in large type.

9. All railroad and terminal companies are required at all their regular agency stations:

(1) To provide fires in the waiting rooms whenever fires are necessary for the comfort of the traveling public.

(2) To light the waiting rooms and the approaches to trains, after dark, sufficiently for the comfort and the safety of the traveling public.

(3) To keep the waiting rooms in a clean and sanitary condition.

(4) To keep a sufficient supply of good drinking water for the traveling public.

10. All railroad companies shall operate on each passenger train a sufficient number of comfortable passenger coaches to provide seats for such number of passengers as they may reasonably expect for the daily travel on such train.

11. All railroad and other companies owning or operating passenger coaches (which shall include sleeping cars and chair cars) are required:

(1) To heat them whenever necessary for the comfort of the passengers.

(2) To light them sufficiently after dark.

(3) To keep in them a sufficient supply of good drinking water for the passengers.

(4) To keep them in a clean and sanitary condition.

(5) To see that no passenger is permitted to monopolize more than one seat when seats are required for other passengers. In sleeping cars the sale of one berth shall entitle the passengers when the berths are not made up in the section, to one-half of the section, but the sale of a day seat shall entitle the passenger to but one seat in a

section. It is hereby made the especial duty of all train conductors and of all sleeping car and chair car conductors in their respective cars to enforce this 5th paragraph of Rule 11, but a failure by them so to enforce it will be deemed a violation thereof on the part of the company.

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### SEC. 3—RULES GOVERNING TRANSPORTATION OF FREIGHT.

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#### CONNECTING RAILROADS UNDER SAME MANAGEMENT.

1. All connecting railroads which are under the management or control, by lease, ownership or otherwise, of one and the same company, and all connecting roads, the majority of whose stock is owned or controlled either directly or indirectly by one of the connecting lines, shall, for the purpose of transportation, in applying their schedules of freight rates, be considered as constituting but one and the same road, and the rates shall be computed as upon parts of one and the same road, unless otherwise specified. The fact that each of said roads has a separate board of directors shall not prevent the application of this rule. Whenever any railroad company owns and operates in connection with its road, and for the purpose of transporting its cars, freight or passengers, any steamer or other water craft, such steamer or water craft shall be deemed a part of its said road.

#### MAXIMUM RATES MAY BE REDUCED.

2. The schedule of rates allowed and adopted by the Railroad Commissioners for each road are maximum rates, which shall not be transcended. They may, however, carry at less than the rates allowed and adopted; provided, that, if they carry for less for one person, they shall, for the like service, under similar circumstances and conditions, carry for the same lessened rates for all persons except as mentioned hereafter; and if they adopt less freight rates for one station they shall make a reduction of the same per cent. at all stations along the line of

road, so as to make no unjust discrimination as against any person or locality. But when at any point within this State there are competing lines of transportation, any railroad company injuriously affected thereby may, at such competing point, make rates below those allowed or adopted, to meet such competition, without making a corresponding reduction along the line of road.

The Commissioners may entertain application for temporary modification of so much of this rule as requires the general reduction of rates to all stations when made to any station, when in their judgment a local and temporary cause may justify such modification, as, for instance, epidemic, floods, drouths, storms, or other exigencies.

#### **RAILROADS MUST ACT AS COMMON CARRIERS.**

3. No railroad company shall decline or refuse to act as a common carrier to transport any article proper for transportation, and a failure to transport such article within a reasonable time after the same has been offered for transportation shall be deemed a violation of this rule.

#### **COMPUTATION OF PERCENTAGES.**

4. In the computation of percentages, if, after the percentage prescribed shall have been added or subtracted, as the case may be, should there be a fraction, any fraction of a cent less than one-half cent shall be discarded, and any of one-half cent or over may be counted as one cent.

#### **RATES ON SMALL SHIPMENTS.**

5. The minimum charge on a single shipment of one class from one consignor to one consignee shall be computed at the actual weight at the class or commodity rate to which it belongs, provided the charge shall not be less than twenty-five cents.

If the shipment contains articles in different classes and in separate packages, the charge shall be computed at the actual weight of each package, at the class or commodity rate to which it belongs, provided the aggregate charge on the shipment shall be not less than twenty-five cents.

If a package contains articles in two or more classes the charge shall be computed at the actual weight of the

package at the highest class or commodity rate to which any of the articles belong, provided the charge shall not be less than twenty-five cents.

#### **FREE OR REDUCED RATES.**

6. Railroad companies shall not be prevented from the carriage, storage or handling of property, free or at reduced rates, for charitable purposes, or to and from fairs and expositions for exhibition thereat.

#### **FREIGHTS EXEMPT FROM RULE 2.**

7. The rates specified or hereafter to be allowed for ores, sand, clay, rough stones, common brick, bone, lumber, shingles, laths, staves, empty barrels, wood, straw, shucks, hay, fodder, corn in the ear, tan bark, turpentine, rosin, tar, sawdust, household goods, moss, palmetto leaves and heads, melons by the carload, are maximum rates; but the railroads are left free to reduce the same at discretion; and all such rates are exempt from the operation of Rule 2; provided, that all such rates made by any railroad under this rule shall be submitted to the Commission and approved by them. No rates have been prescribed for articles in the classification designated by the letter "S." Such articles are subject to special contract. The Commission will entertain complaints of excessive charges for transportation of such articles in all cases, except where the price charged was according to contract between the shipper and carrier.

#### **SHIPPIERS TO LOAD AND UNLOAD.**

8. Consignors and consignees will be required to load and unload bulk freight in carloads unless otherwise provided by special agreement.

#### **CHARGES FOR HAULING HEAVY FREIGHT.**

9. The charges for handling extra-heavy freight may be as follows:

- Under 2,000 pounds, no charge for extra handling.
- 2,000 pounds and under 3,000, \$3.00 for extra handling.
- 3,000 pounds and under 4,000, \$5.00 for extra handling.
- 4,000 pounds and under 5,000, \$7.00 for extra handling.
- 5,000 pounds and under 6,000, \$8.00 for extra handling.
- 6,000 pounds and under 7,000, \$10.00 for extra handling.
- Over 7,000 pounds, subject to special contract.

**CARLOADS, WEIGHT OF CARLOAD, CARLOAD CONSIGNMENTS, ETC.**

10. In all cases in which the classification provides a rate per 100 pounds, per ton, or per barrel, giving to carload shipments lower rates than apply to less than carload shipments, the standard minimum weight of a carload shall be 24,000 pounds, unless otherwise specified. Where the actual weight loaded in a car is in excess of the minimum weight, such excess may be charged for in proportion to carload rates; provided that in no case shall the amount collected on less than a carload exceed the price per carload.

Carload rates apply to the carload and more made by one shipper at one time to one and the same point of delivery to the same consignee although the same may in fact be carried by the railroad to the point of delivery in lots less than the amount recognized as a carload.

**FERTILIZER—ARTICLES EMBRACED IN.**

11. The term "fertilizers" embraces the following and like articles, when intended to be used as fertilizers, to wit: Sulphate of ammonia, ashes, bone black, ground and dissolved bone, bone dust, castor pomace, cottonseed meal, cottonseed ashes, cottonseed, fish scrap, guano, super-phosphates, gypsum, kainit, german salts, nitre cake, nitrate and sulphate of soda, oil cake potash, fine-ground plaster, salt cake, saltpeter, sulphur, muck, tank stiffs, and tobacco dust and sweepings, and like articles when intended to be used as fertilizers.

**L. C. L. SHIPMENTS.**

12. In no case shall the amount collected on L. C. L. shipments exceed the charges per carload for the same class of goods; nor shall the charge for a car fully loaded exceed the charge for the same property if taken as a less than carload shipment.

**ESTIMATED WEIGHTS.**

13. All articles will be charged at **GROSS WEIGHT**, without regard to weight given by shippers and inserted in bills of lading; except that when an article is classified to be accepted at an estimated weight, such estimated weight will apply when the actual weight of articles named below *cannot be ascertained at point of shipment*,

*or at destination, or in transit, the following estimated weights shall govern:*

Article.	Weight.
Cement, Portland, per barrel.....	400 pounds
Cement, except Portland, per barrel.....	300 pounds
Clay, per cubic yard.....	3,000 pounds
Coal, per bushel.....	80 pounds
Coke, per bushel.....	40 pounds
Gravel, per cubic yard.....	3,200 pounds
Laths, green, per 1,000.....	350 pounds
Laths, seasoned, per 1,000.....	450 pounds
Lime (Rockland), per barrel.....	230 pounds
Lime (other than Rockland), per barrel....	210 pounds
Lime, per bushel.....	80 pounds
Lumber, Ash or Black Walnut, green, per 1,000 feet.....	4,500 pounds
Lumber, Ash or Black Walnut, seasoned, per 1,000 feet.....	4,000 pounds
Lumber, Elm, Hickory or Oak, green, per 1,000 feet.....	6,000 pounds
Lumber, Elm, Hickory or Oak, seasoned, per 1,000 feet.....	4,500 pounds
Lumber, White Pine or Poplar, green, per 1,000 feet.....	4,000 pounds
Lumber, White Pine or Poplar, seasoned, per 1,000 feet .....	3,000 pounds
Lumber, Yellow Pine, green, per 1,000 feet. ....	4,500 pounds
Lumber, Yellow Pine, seasoned, per 1,000 feet .....	4,000 pounds
Lumber, Yellow Pine Boards, two inches and less, kiln-dried and dressed, per 1,000 feet. ....	3,000 pounds
Lumber, N. O. S., green, per 1,000 feet....	6,000 pounds
Lumber, N. O. S., seasoned, per 1,000 feet. ....	4,000 pounds
Sand, per cubic yard.....	3,000 pounds
Shingles, green, per 1,000.....	400 pounds
Shingles, seasoned, per 1,000.....	350 pounds
Staves, Headings or Hoop-poles, green, car loaded to depth of forty-three inches, per car .....	30,000 pounds
Staves, Headings or Hoop-poles, seasoned, car loaded to depth of fifty inches, per car .....	30,000 pounds
Stone, not dressed, per cubic foot.....	160 pounds

Tan Bark, green, per cord.....	2,600 pounds
Tan Bark, seasoned, per cord.....	2,000 pounds
Telegraph Poles, Fence Posts or Rails, per cord .....	3,500 pounds
Turpentine, in barrels, per barrel.....	420 pounds
Wood, green, per cord.....	3,500 pounds
Wood, seasoned, per cord.....	3,000 pounds

**ARTICLES TOO LONG OR BULKY TO BE LOADED  
IN BOX CARS.**

14. Unless otherwise specified, articles too long or too bulky to be loaded in box cars, but not requiring two or more open cars, shall be charged at actual weight; provided, that in no case shall the charge on a single consignment be less than 4,000 pounds at the first-class rate.

**CHARGES FOR SWITCHING OR TRANSFERRING  
CARS WHEN PASSING OVER TWO  
OR MORE ROADS.**

15. A charge of not more than two dollars per car, without regard to its weight or contents, will be allowed for transporting, switching or transferring a loaded car from any point on any railroad to any connecting railroad, or to any warehouse, side-track or other point of delivery that may be designated by the consignee, within a distance of three miles from the point of starting, and no railroad company shall decline or refuse to transport, switch or transfer any car as above, or, to receive it from any connecting railroad for such purposes.

When in the transfer, switching or transportation of a car between such points, it is necessary to pass over the track or tracks of any intermediate railroad or railroads, said maximum charge of two dollars shall be equitably divided between the railroads at interest.

When a charge is made for the transfer, switching or transportation of a loaded car between such points, no additional charge shall be made for the accompanying movement of the empty car in the opposite direction.

Provided, That this rule shall not interfere with any prevailing legal rate for the transportation of freight between different stations; and shall not apply to any freight that does not pay a direct freight transportation charge in connection with a switching charge.

### DELIVERY OF CARS TO CONNECTING ROADS.

16. The Commission will prescribe particular rules and conditions for the delivery without delay to any connecting road of the same gauge all cars consigned to points beyond such connecting roads, so as to promote speedy transportation and prevent unjust discrimination. Due regard will be had in each instance to the attainment of such purposes.

### RIGHTS OF SHIPPERS TO ROUTE FREIGHTS.

17. The right of a shipper to direct by what line or lines of railroad in this State his shipments shall be transported within the State of Florida shall be observed by all railroads in this State.

### COMMODITY RATES TO GOVERN.

18. Commodity rates authorized by the Commission shall invariably govern, whether higher or lower than class rates.

### JOINT RATES.

19. On shipments of freight, except classes L, N, O and P, not governed by Rule 1, originating and terminating in this State, which shall pass over the whole or portions of two or more roads, not under the same control, the maximum rate charged on such shipments shall not be greater than the sum of local rates on such freights less ten (10) per cent for the distance hauled over each road. The total rate thus ascertained on such freights from the point of shipment to the point of destination shall be divided in such proportions between the roads over which such freights pass, so as to give to each road interested in the shipment its local rate less ten (10) per cent for the distance such shipment is hauled, conditioned upon the initial line delivering the traffic to the delivering road at its nearest junctinal point.

On classes L, N, O and P, the joint rate shall not exceed the sum of the local rates on such freight.

Nothing in this rule shall be construed to prevent the total of any joint rate made under this rule from being divided in such proportions between the roads interested in the same as they may agree upon, but a failure to so

agree between the roads interested shall in no way affect the total joint rate to be charged and collected on or work delay in the transportation of such freight, or be a subject of appeal to the Commission by the roads at interest.

#### SETTLEMENT CLAIMS FOR OVERCHARGES.

20. All overcharges on freight by any railroad or common carrier doing business in the State of Florida shall be settled within thirty (30) days after demand upon the agent at the delivery depot (and surrender of shipping receipt), by the consignee or person paying the freight.

Whenever an overcharge on freight has been made on a shipment over two or more railroads or common carriers, it shall be settled by the delivering road or carrier.

If the overcharge is made on a shipment to a flag station, then the demand to be made on the agent of the regular station to which the same was billed.

This rule will apply to claims made through the Railroad Commission, except that demand for settlement will be made upon the Traffic Manager or General Freight Agent of the Company.

#### FREIGHT RECEIPTS.

21. All railroad companies doing business in this State shall, upon demand, issue duplicate freight receipts to all shippers of freight, in which shall be stated the class or classes of freight shipped, freight charges over the railroad issuing such receipt, and as far as practicable, shall state the charges upon the same over the connecting roads transporting such freight; and in all cases the railroads receiving such freight shipped shall be held in all the courts of this State as responsible for the prompt and safe delivery of same to its point of destination within a reasonable time required for its transportation, which reasonable length of time shall be determined after due investigation by said Railroad Commissioners. When the consignee of such freight presents the railroad receipt to the agent of the railroad last transporting said freight, such agent shall deliver the articles shipped upon the payment of the rates charged for the class of freight as stipulated in said railroad receipt.

## DELIVERY OF FREIGHTS.

22. Railroad companies shall deliver to each consignee of freight the article or articles mentioned in the receipt (or bill of lading) on the payment of the lawful rate for the class or classes of freight transported, and the consignee shall not be compelled to pay for any article or articles not received by him. When a part of the articles mentioned in the receipt shall reach the point of destination, it shall be the duty of the railroad company at such point to deliver the same upon the payment by the consignee of the freight charges on said article or articles, notwithstanding the remainder of the articles mentioned in the receipt may have been delayed or lost.

## EQUIPPING LUMBER CARS.

23. Whenever application is made by any person to any railroad company or common carrier engaged in business in the State of Florida for flat cars on which to load any lumber or timber, in accordance with the provisions of Section 5213, Laws of Florida, approved June 4, 1903, the equipment furnished with said cars in accordance with the provisions of said act shall be capable of being readily removed or lowered, so that the lumber or timber may be loaded on or off the said cars without being obstructed, impeded or inconvenienced by such equipment.

## ESTABLISHING AND ABOLISHING STATION AGENCIES.

24. Each and every depot or station agency on the line of the road now maintained, conducted or used in Florida by any railroad or express company in this State for the transaction of business with the public, is hereby formally established and located at the point and on the premises where the same is now being so maintained and conducted. No such depot or station agency as aforesaid now established or hereafter to be established, pursuant to order made by the Railroad Commission of Florida, or voluntarily by such company, shall be closed, removed, suspended or abolished without authority granted by this Commission, upon written application.

\* Provided, however, That this rule shall have no application to any depot or station agency heretofore established,

or that may hereafter be established, for the special or temporary purpose, or not as a general depot or station agency.

Provided, further, That whenever any depot or station agency is established, it shall be the duty of the railroad company to file in the office of the Railroad Commission, within thirty days after the establishment thereof, all information needed for a full and proper understanding of all the interests to be affected thereby, showing the necessity for and purposes of establishing such depot or station agency.

Provided, further, That it shall be the duty of the railroad and express companies operating in the State of Florida, to file in the office of the Railroad Commission, within thirty days from the date of this order, a list of all depots or station agencies now being operated by them for special or temporary purposes, giving with reference to each of them the information hereinbefore required as to the agencies to be established in the future.

#### OVERLOADING CARS.

25. When any car of lumber is loaded in excess of its marked carrying capacity the excess may be charged for at double the lumber rate, but any railroad company may refuse to transport any car of lumber loaded in excess of its marked carrying capacity, and may transfer such excess to another car and require the consignee to pay the expense of transferring it, and shall transport the same at the regular lumber rate.

#### OFFICE HOURS.

26. At all of their agencies in Florida, railroads shall receive all freight offered, proper for transportation, and shall make the usual deliveries of freight to consignees (Sundays and legal holidays excepted) between the hours of 7 o'clock a. m. and 5 o'clock p. m.; provided that in cities or towns having less than ten thousand (10,000) inhabitants, according to the most recently published national census, the agent may take an intermission of one hour for dinner.

27. (1) Every railroad and terminal company shall pay for the use of freight cars of other companies fifty cents per car per day, which shall be paid for every calendar day, excluding the first and including the last. A

company receiving and delivering a car on the same day shall not pay the per diem for that day.

(2) For each car in switching service, the switching line may reclaim from the railroad for which the service was performed an arbitrary amount equal to the above per diem for four days.

(3) The above amounts of per diem and of reclaim are maximum amounts, and may be reduced by agreement between railroads, but all such agreements must, under Section 2907 of the General Statutes, be submitted to the Railroad Commissioners for inspection and correction.

(4) This rule does not apply to cars having other than railroad ownership.

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## SEC. 4—RULES AND REGULATIONS GOVERNING TRANSPORTATION OF LIVE STOCK.

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### ESTIMATED WEIGHTS.

1. The weights given below are estimated weights and not actual, and are simply used to get the rating on live stock. (To illustrate: One horse, mule or horned animal is estimated at the same rate as 2,000 pounds of any kind of first-class freight at carrier's risk and second-class at owner's risk.)

#### LIVE STOCK LESS THAN CARLOADS WILL BE TAKEN AT THE FOLLOWING ESTIMATED WEIGHTS.

One horse, mule or horned animal, except as specified below.....	2,000 pounds
Two horses, mules or horned animals, except as specified below, in the same car and from the same shipper to the same consignee .....	3,500 pounds
Each additional horse, mule or horned animal, except as specified below, in the same car and from the same shipper to the same consignee .....	1,000 pounds

Stallions, jacks and bulls, each.....	3,000 pounds
Each cow and calf together, not crated....	2,500 pounds
Each mare and foal, together.....	2,500 pounds
Shetland ponies, any age, not crated.....	1,000 pounds
Yearling cattle, except bulls, not crated, each	1,000 pounds
Colts, under one year old, except stallions, not crated .....	1,000 pounds
Calves under one year old, not crated.....	1,000 pounds
Calves, under one year old, crated, each, actual weight, but not less than.....	100 pounds
Sheep, crated, each actual weight, but not less than .....	100 pounds
Lambs, crated, each, actual weight, but not less than .....	100 pounds
Hogs, crated, each, actual weight, but not less than .....	100 pounds
Pigs, crated, each, actual weight, but not less than .....	100 pounds
Sheep, lambs, hogs and pigs, L. C. L., will not be received unless crated.	
Goats, same as sheep.	
Kids, same as lambs.	
Cows, calves, colts, ponies, hogs, sheep, lambs and other animals, crated, actual weight, but not less than.....	100 pounds

In no case shall the charge for less than a carload of live stock exceed the charge for a carload.

#### MAXIMUM VALUATION OF LIVE STOCK SHIPMENTS.

	EACH.
Horses and mules, not over.....	\$ 75.00
Horned cattle, not over.....	30.00
Stallions, jacks and bulls, not over.....	150.00
Lambs, calves, hogs or sheep, not over.....	5.00
Mare and colt, together, not over.....	100.00
Cow and calf, together, not over.....	35.00

For every increase of one hundred per cent or fraction thereof in valuation there shall be an increase of fifty per cent in rates.

**MIXED SHIPMENTS.**

Mixed shipments of cattle, hogs, lambs, etc., may be taken in carloads at carload rates prescribed for the transportation of cattle, but carriers will be released from any damage to animals, whether caused by their own actions, or to each other—suffocation, exhaustion from heat and cold, and (if not haltered) from escape.

Shippers will be required to feed, water and care for stock at their own expense. When food is furnished by carrier a charge will be made for the same and collected from consignee.

One, two or three cars of live stock will entitle the owner or his agent to be carried free to point of destination of consignment, on the train with the stock, to care for the same. Four to seven cars, inclusive, belonging to one owner, two men in charge, and eight cars or more, belonging to one owner, three men in charge, which number is the maximum number of attendants that will be carried free for one shipment.

Return transportation not given to owners, agents or attendants.

## **APPENDIX C.**

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### **DEMURRAGE RULES.**

# DEMURRAGE RULES.

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The railroads doing business wholly or in part within the State of Florida are hereby authorized to operate the following demurrage rules:

## RULE I.

### FREIGHT SUBJECT TO CAR SERVICE CHARGES.

All freight in cars, whether full carload or not, shipped to one consignee and taking track delivery will be subject to car service regulations.

## RULE II.

### NOTICE TO CONSIGNEES.

Railroad companies shall give prompt notice by mail or otherwise to consignees of the arrival of goods, together with the weight and amount of freight charges due thereon as shown by way bills, and when goods or freight of any kind in carload quantities arrive, said notice must contain letters or initials of car, number of the car, net weight and the amount of freight charges due on the same. Storage and demurrage charges may be assessed if goods are not removed in conformity with the following rules and regulations. No storage or demurrage charges, however, shall in any case be allowed unless legal notice of the arrival of goods has been given to the owner or consignee thereof by the railroad company.

## RULE III.

### LEGAL NOTICE.

Legal notice referred to in these rules may be either actual or constructive. Where the consignee is personally served with notice of the arrival of freight, free time ends seventy-two (72) hours from the time of notification, not including Sundays or legal holidays. Constructive notice

referred to consists of *posting notice by mail to consignee*. Where this mode of giving notice is adopted, there shall be twenty-four (24) hours additional free time to be added to the seventy-two (72) hours, to be computed from the time notice was mailed; provided, however, that if, in any case, when notice of arrival is given by mail, the consignee will make oath that neither he, his agents nor employees have received such notice, then no demurrage charges shall be made until after legal notice, as above specified, is given.

#### RULE IV.

##### PER DIEM CHARGE.

A charge of one dollar (\$1.00) per car per day shall be made for detention of cars and use of track when cars are not loaded or unloaded within seventy-two (72) hours, not including Sundays and legal holidays, except when loaded with seed cotton, cottonseed in bulk, cottonseed hulls in bulk, fertilizer material in bulk, coal, bulk potatoes, bulk cabbage, brick, and dressed lumber (in box cars), ninety-six (96) hours will be allowed for *unloading*. It being understood that said car or cars are to be placed and remain accessible to the consignee for the purpose of unloading during the period in which held free of demurrage; that when the period of such demurrage charges commences, they are to be placed accessible to the consignee for unloading purposes on demand of the consignee; provided, however, that if the railroad company shall remove such car or cars after being so placed, or in any way obstruct unloading of same, the consignee shall not be charged with delay caused thereby; provided, further, that when any consignee shall receive four or more cars during any one day taking track delivery, the said cars in excess of three shall not be liable to demurrage by any railroad company until after the expiration of ninety-six (96) hours.

Any fraction of a day shall be considered a day.

#### RULE V.

##### GOODS CONSIGNIED TO ORDER OF SHIPPER.

When consignors ship goods consigned to themselves, it shall be the duty of the railroad companies to give legal

notice to such consignees, or persons to whom shipping directions order delivery. This notice may be addressed by mail to the consignee at point of delivery, and demurrage will begin as in other cases of notice by mail; and the mailing of such notice shall be sufficient legal notice in such cases, whether the consignee actually receives the same or not.

#### RULE VI.

##### REFUSAL TO ACCEPT SHIPMENTS.

When the consignee shall refuse to accept freight tendered in pursuance of the bill of lading, the carrier charged with the duty of delivery may give the consignor legal notice of such refusal; and if he shall not, within three days thereafter, give directions for the reshipment or unloading of such goods, he shall thenceforth become liable to such carrier for demurrage upon the car or cars in which they are stored to the same extent and at the same rate as such charges are now, under like circumstances by the rules of this Commission, imposed upon consignees who neglect or refuse, after notice of arrival, to remove freight of like character from the cars of a carrier.

A consignee who has once refused to accept a consignment of goods shall not thereafter be entitled to receive the same, except upon payment of all charges for demurrage which would otherwise have accrued.

#### RULE VII.

##### CARS FOR DELIVERY ON TEAM TRACKS OR PRIVATE SIDINGS.

Section 1. Cars containing freight to be delivered upon carload delivery tracks or private sidings are to be delivered upon the tracks designated by consignee upon arrival, or as soon thereafter as the ordinary routine of yard work will permit.

Sec. 2. Cars containing property, the billing of which does not specify any particular delivery, and for which no standing or special order has been filed with carrier's agent within twenty-four (24) hours, will be considered as requiring general track delivery and shall be so placed after twenty-four (24) hours.

Sec. 3. Cars for unloading shall be considered placed when such cars are held in receiving yards awaiting orders

from shippers or consignees, or when held for payment of freight charges, provided the railroad company could otherwise have placed such cars on delivery tracks accessible to the consignee for the purpose of unloading, except that it was consigned to private sidings already fully occupied and delivery therefore impracticable, detention is to be computed from time of notification.

#### RULE VIII.

##### CARS HELD FOR SHIPPING DIRECTIONS.

Cars detained or held for want of proper shipping instructions or by reason of improper or excessive loading (where loading is done by shipper) shall be subject to a demurrage charge of one dollar (\$1.00) per car for each day or fraction of a day said car or cars are so detained or held. Likewise, when cars are promptly loaded and shipping instructions given, the railroad agent must immediately issue the bills of lading therefor; and if said car or cars are detained or held and not carried forward within forty-eight (48) hours, except perishable articles which shall be moved within twenty-four (24) hours thereafter, said railroad company shall be liable to said shipper for the payment of one (\$1.00) per car per day for each day or fraction of a day that said car or cars are thus detained or held.

#### RULE IX.

##### CONSIGNMENTS MORE THAN FOUR MILES DISTANT.

A consignee living more than four miles from the depot, and whose freight is destined to his residence or place of business so located, shall not be subject to storage or demurrage charges allowed in the above rules until a sufficient time has elapsed after notice for said consignee to remove said goods by the exercise of *ordinary diligence*.

#### RULE X.

##### RAILROADS ALLOWED TO STORE PROPERTY.

Railroad companies are authorized to store such property in public warehouses at the expense of owner, if same is not removed before demurrage charges attach.

**RULE XI.****PER DIEM CHARGE ALLOWED CONSIGNEES.**

When any railroad company fails to deliver freight at the depot or to place loaded cars at an accessible place for unloading within seventy-two (72) hours (not including Sundays or legal holidays,) computed from 10 a. m., the day after arrival of the same, the shipper or consignee shall be paid one (\$1.00) dollar per day for each day said delivery is so delayed.

**RULE XII.****STORMY WEATHER.**

Whenever the weather during the period of free time is so severe, inclement or rainy that it is impracticable to secure means of removal, or where, from the nature of the goods, removal would cause injury or damage, such time shall be added to the free period; and no demurrage charges shall be allowed for such additional time.

This rule applies to the state of the weather during business hours.

**RULE XIII.****DISCRIMINATION AND EXEMPTIONS.**

Railroads shall not discriminate between persons or places in storage or demurrage charges. If a railroad company collects storage or demurrage of one person, under the demurrage rules, it must collect of all who are liable. No rebate, drawback or other similar device will be allowed. If demurrage is collected by a railroad company at one point on its line, it must be collected at all places on its line of those liable under the rules of the Commission.

Provided, That all package freight unloaded in depot or warehouse, which is not removed by the owners thereof from the custody of the railroad company within seventy-two (72) hours (not including Sundays or legal holidays) after legal notice of arrival, may be subject thereafter to a charge of storage for each day or fraction of a day that it may remain in the custody of the railroad company, as follows:

In less than carload quantities, not more than one cent per one hundred pounds per day.

In carload quantities, not more than one dollar (\$1.00) per day.

Provided, further, That in no case shall the amount collected for storage of a less than carload shipment exceed the amount authorized to be charged as storage or demurrage on a carload of similar freight for the same length of time when not unloaded from the car as provided by the Demurrage Rules.

Provided, further, That the Commission shall hear and grant applications to suspend operation of this rule wherever justice shall demand this course.

#### RULE XIV.

##### STORAGE CHARGES ON BAGGAGE.

Baggage remaining more than twenty-four hours after delivery from trains or after delivery at stations for transportation will be subject to a storage charge for each piece of twenty-five cents for the second day of twenty-four hours or fraction thereof, and for each succeeding day, at the rate of ten cents per day, until the end of the calendar month, or until the accrued charges amount to one dollar (\$1.00) for each piece.

If a second month is entered upon, a charge for the first month will be repeated until the accrued charges amount to fifty cents for each piece. The rate for each month succeeding will be the same as for the second month.

When baggage arrives between the hours of 3 p. m. Saturday and 3 p. m. Sunday it will be held without charge until 3 p. m. Monday.

#### RULE XV.

##### STORAGE CHARGE ON BAGGAGE FOR SEABOARD AIR LINE RY.

For all articles of baggage consisting of trunks, valises, packages, etc., remaining on hand at station more than twenty-four hours, a storage charge will be allowed of twenty-five cents for the second day of twenty-four hours, or part thereof, until the seventh day. If the baggage remains on hand from eight to thirty days the charge will be one dollar.

If the second month is entered upon charges should be made as in first month except that ten cents instead of twenty-five cents should be charged for the first day of second month.

When baggage arrives between 3 p. m. Saturday and 3 p. m. Sunday it shall be held without charge until 3 p. m. Monday.

#### RULE XVI.

##### OTHER DEMURRAGE CHARGES.

No other charges shall be made by any railroad company doing business wholly or in part in the State of Florida for storage or demurrage except as provided in the foregoing rules, and these rules shall become effective December 23, 1901.

#### RULE XVII.

When a shipper makes a written application to a railroad company for a car or cars, to be loaded with any kind of freight embraced in the tariff of said company, for transportation within the State of Florida, stating in said application the character of the freight, the railroad company shall furnish same within four days from 7 o'clock a. m. the day following such application.

Or, when the shipper making application specifies a future day on which he desires to make a shipment (of other than fruit or vegetables), giving not less than four days' notice thereof, computing from 7 o'clock a. m. the day following such application, the railroad company shall furnish such car or cars on or before the day specified in the application.

Or, when the shipper making such application specifies a future day on which he desires to make a shipment of fruit or vegetables, giving not less than two days' notice thereof, computing from 7 o'clock a. m. the day following such application, the railroad company shall furnish such car or cars on or before the day specified in the application.

For failure to comply with this rule the company so offending shall forfeit any pay to the shipper applying the sum of \$2.00 per car per day or fraction of a day's delay after expiration of free time, upon demand

in writing made within thirty days thereafter by the shipper.

Provided, however, That the collection of the demurrage herein authorized shall not deprive the shipper of his right to recover in any court of competent jurisdiction such damages as he may sustain by reason of the delay in furnishing cars.

Provided, further, That this rule does not alter, abolish, supersede or repeal Rule 3 of the Railroad Commission's "Rules Governing the Transportation of Freight."

#### RULE XVIII.

##### DEPOSIT REQUIRED.

A shipper, on whose order a car or cars have been placed for loading, shall be allowed forty-eight hours for the loading of such car or cars, computing the time from 7 o'clock a. m. the day after such car or cars have been placed subject to the order of the shipper and thereafter a demurrage charge of not more than \$2.00 per car per day, or fraction of a day, may be assessed and collected on all such cars as have not been tendered to the railroad company with shipping instructions within said forty-eight hours; provided, however, that should the shipper fail to begin loading within forty-eight hours after the expiration of free time, the railroad company shall consider the car or cars released, and may assess and collect \$4.00 on each car, covering the demurrage then due.

Provided, That with every order for a car or cars, the shipper shall deposit with the agent, or other proper official on whom the demand for cars is made, four dollars for each and every car so ordered, which shall be refunded promptly to the shipper if the car or cars are loaded as provided for herein; otherwise to be forfeited to the railroad. And provided further, That any shipper failing to make deposit as herein provided, shall forfeit all right to recover demurrage from the railroad for failure to furnish cars within the time required.

Railroad Companies shall not be compelled to furnish cars for future shipments to parties in default as to the payment of the demurrage charges herein last provided for, until such demurrage charges have been paid.

If, after placing the car or cars required by this rule, the railroad company shall, during or after free time,

temporarily remove all or any of them, or in any way prevent, obstruct or delay the loading of same, the shipper shall not be chargeable with the delay caused thereby.

When, by reason of delay or irregularity on the part of the railroad company in filling orders, cars are bunched in excess of the ability of the shipper to load, as indicated in his applications, the shipper shall be allowed separate and distinct periods of free time within which to load the car or cars specified in each separate application.

## RULE XIX.

### SHIPMENTS DELAYED IN TRANSIT.

Whenever shipments have been received by any railroad company, such shipments destined to stations within a distance of fifty miles from starting point, shall be transported to destination within two days from 7 o'clock p. m. the day of issuing the bill of lading, and in one day's additional time for each additional fifty miles or fraction thereof; Provided, that in computing time of freight in transit there shall be allowed twenty-four hours at each point where transferring from one railroad to another or re-handling of freight is involved, and for failure to transport such shipments within the time prescribed the railroad company shall forfeit and pay to the consignor or consignee the sum of \$2.00 per day on all carload freight and one cent per hundred pounds per day on package freights and freights in less than carload, with minimum charge of twenty-five cents for any package; provided, the shipper makes demand therefor in writing within thirty days thereafter; provided, further, that in no case shall the penalty on any shipment exceed the value of the goods transported. The period of time during which the movement of trains is suspended for any cause not within the power of the roads to prevent shall be added to the time allowed herein.

Provided further, That the initial carrier shall be held responsible to the consignor or consignee for delay, in accordance with this rule, and whenever, in the transportation of any freight which may pass over two or more

lines, any delay is occasioned after it has been promptly offered to a connection by the initial road, the initial road shall recover of the road at fault for demurrage paid in accordance with this rule.

**PASSENGER and FREIGHT  
RATES**

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**OPERATED BY  
Railroads in Florida.**

## SCHEDULES OF PASSENGER FARES Operated by the Railroads in Florida.

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*Railroads Charging 3 Cents per Mile:*

- Georgia, Florida & Alabama Railway.
- Georgia Southern & Florida Railway.
- Pensacola, Alabama & Tennessee Railroad.
- Pensacola Division of the L. & N. Railroad.
- Seaboard Air Line Railway.
- Valdosta Southern Railway.

*Railroads Charging 4 Cents Straight Fare, with 3-Cent Round-trip Tickets Good for Five Days Exclusive of Day of Sale:*

- Apalachicola Northern Railroad.
- Atlanta & St. Andrews Bay Railway.
- Brooksville & Hudson Road.
- Charlotte Harbor & Northern Railway.
- Live Oak, Perry & Gulf Railway.
- Plant City, Arcadia & Gulf Railway.
- Standard & Hernando Railway.
- Tampa Northern Railway.
- Woodville Railroad.

*Railroads Charging 4 Cents per Mile:*

- Alabama & Florida, Pensacola & Atlantic, and Yellow River Division of the L. & N. Railroad.
- Florida Central Railroad.
- Tampa & Jacksonville Railroad.

*Railroads Charging 5 Cents per Mile:*

- Natural Bridge Railroad.
- Tavares & Gulf Railroad.

*The Atlantic Coast Line Railroad Charges 3 Cents per Mile, except the Following Branches, which Charge 3½ Cents:*

Florida Midland.  
Homosassa Branch.  
Oviedo Branch.  
Sanford Branch.  
Sanford & Lake Eustis.  
St. Cloud Sugar Belt.  
Sanford & St. Petersburg.  
St. Johns & Lake Eustis.  
Tampa & Thonotosassa.  
Winston & Bone Valley.

The Florida East Coast operates 3-cent rate north of Homestead except between certain points, where a higher rate is charged. South of Homestead a 4-cent rate is authorized.

The South Georgia Railway operates 3-cent passenger rate between Florida line and Greenville, and 4-cent straight fare with 3-cent round trip ticket good for five days exclusive of day of sale, between Greenville and Perry.

SCHEDULE OF FREIGHT TARIFFS OPERATED IN THE STATE OF FLORIDA BY THE GEORGIA, FLORIDA  
 & ALABAMA RAILWAY.

DISTANCES.	PER ONE HUNDRED POUNDS												Per Barrel	Per 100 lbs.	Per ton 2000 pounds	PER CARLOAD				Per 100 Lbs	Per Standard Crate	
	1	2	3	4	5	6	A	B	C	D	E	F				L	M	N	O	P	R	G
10 miles and under .....	24	21	20	15	14	12	12	12	5½	5	14	11½	15	7½	.75	1.20	9.75	12.00	5.00	8	10	8
20 miles and over 10 .....	30	27	24	21	18	15	15	15	7	6	18	14	21	9	.90	1.35	12.00	15.00	7.00	9	11	8
30 miles and over 20 .....	36	32	29	26	21	17	17	17	7½	6½	21	15	26	10½	1.05	1.50	15.00	16.50	8.00	11	12	8
40 miles and over 30 .....	41	36	33	30	24	18	18	18	8	7½	24	16½	30	12	1.20	1.65	19.50	18.00	9.00	12	12	9
50 miles and over 40 .....	42	38	35	31	25	18	18	18	8½	8	27	17½	31	12	1.26	1.68	19.60	18.20	10.00	13	13	9
60 miles and over 50 .....	45	41	36	32	27	20	20	20	9	8½	27	18	32	12	1.33	1.75	19.60	19.60	10.00	13	13	10
70 miles and over 60 .....	50	46	41	36	28	21	21	21	9½	9	28	19	36	12½	1.40	1.96	22.40	21.00	11.00	15	14	11
80 miles and over 70 .....	51	47	41	36	28	21	21	21	10	9½	28	20	36	12½	1.43	1.96	22.40	21.00	12.00	16	15	11
90 miles and over 80 .....	55	49	43	38	29	22	22	22	11	10	29	22	38	12½	1.50	2.10	23.40	22.10	13.00	17	16	12
100 miles and over 90 .....	59	52	46	39	30	23	23	23	11½	11	30	23	39	13	1.56	2.21	26.00	22.10	14.00	18	17	12
110 miles and over 100 .....	59	52	46	39	30	23	23	23	12	11	30	23	39	13	1.56	2.21	26.00	22.10	14.00	18	17	12

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SCHEDULE OF FREIGHT TARIFFS OPERATED IN THE STATE OF FLORIDA BY THE FLORIDA EAST COAST RAILWAY.

DISTANCES.	PER ONE HUNDRED POUNDS												Per Barrel Per 100 Pounds	Per Ton 2000 Pounds	PER CARLOAD				Per 100 Lbs.	
	1	2	3	4	5	6	A	B	C	D	E	H	F							
10 miles and under .....	30	27	24	20	18	15	11	10	11	9	19	21	16	7	.75	1.10	8.00	10.00	5.00	8
20 miles and over 10 miles .....	34	31	28	23	21	17	15	12	12	10	21	24	18	8	.90	1.20	11.00	12.00	7.00	9
30 miles and over 20 miles .....	38	35	31	26	24	19	17	14	14	11	23	27	20	9	1.05	1.30	14.00	14.00	8.00	10
40 miles and over 30 miles .....	42	38	34	28	26	21	19	15	15	11	25	30	22	10	1.20	1.40	16.00	15.00	9.00	11
50 miles and over 40 miles .....	46	41	38	30	28	23	21	16	16	12	27	33	24	10 $\frac{1}{2}$	1.30	1.50	18.00	16.00	10.00	12
60 miles and over 50 miles .....	50	44	40	32	30	25	23	17	17	13	29	36	26	11	1.40	1.60	20.00	17.00	11.00	13
70 miles and over 60 miles .....	54	47	43	34	32	27	24	18	18	14	31	39	28	11 $\frac{1}{2}$	1.50	1.70	22.00	18.00	12.00	14
80 miles and over 70 miles .....	58	50	46	36	34	29	25	19	19	15	33	42	30	12	1.60	1.75	24.00	19.00	13.00	15
90 miles and over 80 miles .....	62	53	49	36	36	31	26	20	20	15	35	45	31	12 $\frac{1}{2}$	1.70	1.80	26.00	20.00	14.00	16
100 miles and over 90 miles .....	66	56	52	40	38	33	27	21	21	16	37	47	32	13	1.75	1.85	28.00	21.00	14.50	17
110 miles and over 100 miles .....	69	59	54	42	40	35	28	22	22	17	39	49	33	13 $\frac{1}{2}$	1.80	1.90	29.00	22.00	15.00	18
120 miles and over 110 miles .....	72	62	56	44	42	37	29	23	23	18	41	50	34	14	1.85	1.95	29.00	23.00	16.00	19
130 miles and over 120 miles .....	75	65	58	46	44	39	30	24	24	19	43	51	35	14 $\frac{1}{2}$	1.90	2.00	31.00	24.00	17.00	20
140 miles and over 130 miles .....	78	68	60	48	46	41	31	25	25	19	45	52	36	15	1.95	2.05	32.00	25.00	17.50	21
150 miles and over 140 miles .....	80	70	61	50	48	43	32	26	26	20	47	53	37	15 $\frac{1}{2}$	2.00	2.10	33.00	26.00	18.00	22
160 miles and over 150 miles .....	82	72	62	52	49	44	33	27	27	20	48	54	38	16	2.05	2.15	34.00	27.00	19.00	23
170 miles and over 160 miles .....	84	74	63	54	50	45	34	28	28	21	49	55	39	16 $\frac{1}{2}$	2.10	2.20	35.00	28.00	19.50	24
180 miles and over 170 miles .....	86	76	64	56	51	46	35	28	29	21	50	55	40	16 $\frac{1}{2}$	2.15	2.21	36.00	29.00	20.00	24 $\frac{1}{2}$
190 miles and over 180 miles .....	88	78	65	58	52	47	36	29	30	22	51	57	41	16 $\frac{1}{2}$	2.16	2.22	37.00	30.00	20.00	25
200 miles and over 190 miles .....	90	80	66	60	53	48	37	30	31	23	52	58	42	16 $\frac{1}{2}$	2.17	2.23	38.00	30.50	20.50	25 $\frac{1}{2}$

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210 miles and over 200 miles .....	92	82	67	61	54	49	38	31	32	23	52	60	43	18	2.18	2.24	38.00	31.00	21.00	26
220 miles and over 210 miles .....	94	84	68	62	55	50	39	32	33	24	53	61	44	18	2.19	2.25	39.00	31.00	22.00	26½
230 miles and over 220 miles .....	96	86	69	63	56	51	40	33	34	24	53	62	45	18	2.20	2.26	39.00	31.00	22.50	27
240 miles and over 230 miles .....	98	88	70	64	57	52	41	34	35	25	24	63	46	18	2.21	2.27	39.00	32.00	22.50	27½
250 miles and over 240 miles .....	100	90	71	65	58	53	42	35	36	26	54	64	47	18	2.22	2.28	40.00	32.00	23.00	28
260 miles and over 250 miles .....	101	91	72	66	59	54	43	36	37	26	55	65	48	20	2.23	2.29	41.00	32.00	24.00	28½
270 miles and over 260 miles .....	102	91	73	67	60	55	44	37	38	26	55	66	49	20	2.24	2.30	41.00	33.00	25.00	29
280 miles and over 270 miles .....	103	92	74	68	61	56	45	38	39	27	56	67	50	20	2.25	2.31	42.00	33.00	26.00	29½
290 miles and over 280 miles .....	104	92	75	69	62	57	46	39	40	27	57	68	51	20	2.26	2.32	42.00	33.00	27.00	30
300 miles and over 290 miles .....	105	93	76	70	63	58	47	40	41	28	57	69	52	20	2.27	2.33	43.00	34.00	27.50	30
310 miles and over 300 miles .....	106	94	77	71	64	59	48	41	42	28	58	70	53	21	2.28	2.34	43.00	34.00	28.00	31
320 miles and over 310 miles .....	107	95	78	71	64	59	48	41	42	28	58	71	53	21	2.29	2.35	44.00	34.00	29.50	31
330 miles and over 320 miles .....	108	95	78	72	65	60	49	42	43	29	59	72	54	21	2.30	2.36	44.00	35.00	31.00	32
340 miles and over 330 miles .....	109	96	79	72	66	60	49	42	43	30	60	73	54	22	2.31	2.37	45.00	35.00	32.50	32
350 miles and over 340 miles .....	109	96	79	73	66	61	50	43	44	30	60	74	55	22	2.32	2.38	45.00	35.00	34.00	33
360 miles and over 350 miles .....	110	96	80	73	66	61	50	43	44	31	61	75	55	22	2.33	2.39	46.00	35.00	35.50	34
370 miles and over 360 miles .....	111	97	80	73	66	61	50	43	44	31	61	76	55	22	2.34	2.40	46.00	35.00	37.00	34
380 miles and over 370 miles .....	112	98	81	74	67	62	51	44	45	32	61	77	56	23	2.35	2.43	47.00	36.00	39.00	35
390 miles and over 380 miles .....	113	99	82	74	67	62	51	44	45	32	61	78	56	23	2.36	2.46	47.00	36.00	41.00	35
400 miles and over 390 miles .....	114	100	83	75	68	62	51	44	45	32	62	79	56	23	2.37	2.50	48.00	36.00	41.00	36
410 miles and over 400 miles .....	115	101	84	76	69	63	52	45	46	34	63	80	57	24	4.10	3.97	51.00	36.00	42.00	37
420 miles and over 410 miles .....	115	101	84	76	69	63	52	45	46	34	63	80	57	24	4.10	3.97	51.00	36.00	42.00	37
430 miles and over 420 miles .....	115	101	84	76	69	63	52	45	46	34	63	80	57	24	4.10	3.97	51.00	36.00	42.00	37
440 miles and over 430 miles .....	116	102	85	77	70	64	53	46	47	35	64	81	58	25	4.11	3.97	51.00	40.00	42.00	38
450 miles and over 440 miles .....	116	102	85	77	70	64	53	46	47	35	64	81	58	25	4.11	4.00	51.00	40.00	43.00	38
460 miles and over 450 miles .....	116	102	85	77	70	64	53	46	47	35	64	81	58	25	4.11	4.00	51.00	40.00	43.00	38
470 miles and over 460 miles .....	117	103	86	78	71	65	54	47	48	36	65	82	59	26	4.12	4.01	51.00	42.00	43.00	39
480 miles and over 470 miles .....	117	103	86	78	71	65	54	47	48	36	65	82	59	26	4.12	4.01	51.00	42.00	43.00	39
490 miles and over 480 miles .....	117	103	86	78	71	65	54	47	48	36	66	82	59	26	4.12	4.00	51.00	42.00	43.00	39
500 miles and over 490 miles .....	118	104	87	79	72	66	55	48	49	37	66	83	60	27	4.13	4.05	52.00	44.00	44.00	40

TO BE USED ONLY BETWEEN STATIONS ON ATLANTIC AND WESTERN BEACH BRANCH.

10 miles and under .....	30	27	24	21	18	15	12	12	10	9	18	22	18	7	.85	1.00	8.00	10.00	5.00	15
20 miles and over 10 miles .....	36	35	30	28	24	18	15	14	10	10	20	27	20	8	1.00	1.20	11.00	11.00	7.00	18
30 miles and over 20 miles .....	40	36	32	30	26	20	17	16	11	12	21	30	21	9	1.00	1.20	14.00	12.00	8.00	20

SCHEDULE OF FREIGHT TARIFFS OPERATED IN THE STATE OF FLORIDA BY THE PENSACOLA DIVISION  
LOUISVILLE AND NASHVILLE RAILROAD—LOCAL MILEAGE TARIFF.

DISTANCES.	CLASS RATES IN CENTS												CARLOADS								
	Per 100 pounds.												Per Barrel Per 100 Lbs	Per 100 Lbs	Per Car				Live Stock Except Hogs	Sheep Double Deck Hogs Single	Oranges per box 8 <sup>1</sup> / <sub>2</sub> Lbs. Veg'bles per Cr't 50 lbs.
	1	2	3	4	5	6	A	B	C	D	E	H	F	I	L	M	N	Coal			
10 miles and under .....	12	10	9	8	7	6	6	6	5	5	6	6	10	6	5	4	3	\$ .60	\$ 5.00	\$ 6.00	10 8
15 miles and over 10 miles .....	15	14	12	11	10	9	9	9	6	6	9	9	12	9	6	5	4	.70	6.00	7.00	11 8
20 miles and over 15 miles .....	20	17	15	13	12	11	11	11	7	7	11	11	14	11	7	6	5	.90	7.00	8.00	12 8
25 miles and over 20 miles .....	23	20	17	15	14	13	13	13	9	8	13	13	18	13	9	7	5	1.05	8.00	10.00	12 9
30 miles and over 25 miles .....	26	23	20	17	16	15	15	15	10	8	15	15	20	15	10	7	6	1.15	10.00	12.00	13 9
35 miles and over 30 miles .....	29	25	22	19	18	17	17	17	11	9	17	17	22	17	11	8	6	1.20	12.00	14.00	13 9
40 miles and over 35 miles .....	32	27	24	21	20	19	19	19	12	9	19	19	24	19	12	8	6	1.25	14.00	17.00	14 10
45 miles and over 40 miles .....	35	30	27	23	22	21	21	21	13	10	21	21	26	21	13	8	7	1.25	15.00	18.00	14 10
50 miles and over 45 miles .....	37	32	28	25	24	22	22	22	14	10	22	22	28	22	14	9	7	1.30	16.00	19.00	15 10
55 miles and over 50 miles .....	39	34	30	26	25	23	23	23	15	11	23	23	30	23	15	10	7	1.35	18.00	22.00	15 10

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SCHEDULE OF FREIGHT TARIFFS OPERATED IN THE STATE OF FLORIDA, BY THE PENSACOLA, ALABAMA AND TENNESSEE RAILROAD—LOCAL MILEAGE TARIFF.

DISTANCES	Per 100 pounds.																
	1	2	3	4	5	6	A	B	C	D	E	H	F	L	M	N	P
10 miles and under .....	20	17	15	13	12	11	11	11	11	7	7	11	11	7	7	7	5
20 miles and over 10 miles .....	23	20	18	16	13	12	12	12	12	9	9	13	13	9	9	9	6
30 miles and over 20 miles .....	28	24	22	19	17	15	15	15	10	10	15	15	10	10	10	6	8

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SCHEDULE OF FREIGHT TARIFFS OPERATED IN THE STATE OF FLORIDA BY THE GEORGIA SOUTHERN  
AND FLORIDA RAILWAY—LOCAL MILEAGE TARIFF.

DISTANCES.	Per One Hundred Pounds												Per Carload							
	1	2	3	4	5	6	A	B	C	D	E	H	F	K	L	M	N	O	P	R
10 miles and under .....	24	21	20	15	14	12	12	12	5½	5	14	15	11½	7½	\$ .75	\$1.20	\$ 9.75	\$12.00	\$ 5.00	8
20 miles and over 10 miles ...	30	27	24	21	18	15	15	15	7	6	18	21	14	9	.90	1.35	12.00	15.00	7.00	9
30 miles and over 20 miles ...	36	32	29	26	21	17	17	17	7½	6½	21	26	15	10½	1.05	1.50	15.00	16.50	8.00	11
40 miles and over 30 miles ...	41	36	33	30	24	18	18	18	8	7½	24	30	16½	12	1.20	1.65	19.50	18.00	9.00	12
50 miles and over 40 miles ...	42	38	35	31	25	18	18	18	8½	8	25	31	17½	12	1.26	1.68	19.60	18.20	10.00	13
60 miles and over 50 miles ...	46	42	38	34	27	20	20	20	9	8½	27	34	18	12½	1.33	1.82	20.30	19.60	11.00	14
70 miles and over 60 miles ...	50	46	41	36	28	21	21	21	9½	9	28	36	19	12½	1.40	1.96	22.40	21.00	11.00	15
80 miles and over 70 miles ...	51	47	41	36	28	21	21	21	10	9½	28	36	20	12½	1.43	1.96	22.40	21.00	12.00	16
90 miles and over 80 miles ...	55	49	43	38	29	22	22	22	11	10	29	38	21½	12½	1.50	2.08	23.40	22.10	13.00	17
100 miles and over 90 miles ...	59	52	46	39	30	23	23	23	11½	11	30	39	23	13	1.56	2.21	26.00	22.10	14.00	18
110 miles and over 100 miles ...	59	52	46	39	30	23	23	23	12	11	30	39	23	13	1.56	2.21	26.00	22.10	14.00	18
120 miles and over 110 miles ...	61	53	47	39	30	24	24	24	13	12	30	39	24	13	1.56	2.28	27.60	22.10	15.00	19

JCL

Oranges per box 87 lbs

Vegetables per crate 50 lbs

SCHEDULE OF FREIGHT TARIFFS OPERATED IN THE STATE OF FLORIDA BY THE ATLANTIC COAST LINE  
RAILROAD COMPANY AND SEABOARD AIR LINE RAILWAY—LOCAL MILEAGE TARIFF.

Between All Stations in Florida.	Per Hundred Pounds												Per Barrel	Per 100 Pounds	Per Car Load				Per 100 pounds	
															Per Ton					
	1	2	3	4	5	6	A	B	C	D	E	H	F	K	L	M	N	O	P	R
10 miles and under .....	24	21	20	15	14	13	10	9	8	6	14	15	12	7	\$ .75	\$1.00	\$ 8.00	\$10.00	\$5.00	8
20 miles and over 10 miles .....	28	26	24	19	17	15	12	11	11	8	17	19	15	8	.90	1.10	11.00	12.00	7.00	9
30 miles and over 20 miles .....	32	30	28	23	20	18	13	12	12	9	20	23	18	9	1.05	1.20	14.00	14.00	8.00	10
40 miles and over 30 miles .....	36	34	32	27	23	19	14	13	13	10	23	27	19	10	1.20	1.30	16.00	15.00	9.00	11
50 miles and over 40 miles .....	40	38	35	30	25	20	15	14	14	11	25	30	20	10½	1.30	1.40	17.00	16.00	10.00	12
60 miles and over 50 miles .....	44	42	38	32	29	23	16	15	15	12	29	32	22	11	1.40	1.50	18.00	17.00	11.00	13
70 miles and over 60 miles .....	48	46	41	34	30	24	17	17	17	13	30	34	23	11½	1.50	1.60	19.00	18.00	11.00	14
80 miles and over 70 miles .....	52	50	43	36	32	25	18	18	18	14	32	36	24	12	1.60	1.70	20.00	19.00	12.00	15
90 miles and over 80 miles .....	56	53	46	38	33	26	19	19	19	14	33	38	25	12½	1.70	1.75	22.00	20.00	13.00	16
100 miles and over 90 miles .....	60	55	49	39	34	28	20	20	20	14	34	39	26	13	1.75	1.80	25.00	21.00	14.00	17
110 miles and over 100 miles .....	62	58	50	41	35	30	21	21	21	15	35	41	29	13½	1.80	1.90	26.00	22.00	14.00	18
120 miles and over 110 miles .....	64	60	53	42	36	31	22	22	22	17	36	42	30	14	1.85	1.95	26.00	23.00	15.00	19
130 miles and over 120 miles .....	66	61	55	43	37	32	23	23	23	18	37	43	31	14½	1.90	2.00	27.00	24.00	1.600	20
140 miles and over 130 miles .....	68	62	57	45	38	33	24	24	24	18	38	45	32	15	1.95	2.05	28.00	25.00	16.00	21
150 miles and over 140 miles .....	70	63	59	47	39	35	25	25	24	18	39	47	33	15½	2.00	2.10	30.00	26.00	17.00	22
160 miles and over 150 miles .....	72	65	59	49	41	36	26	26	25	19	41	49	34	16	2.05	2.15	31.00	27.00	17.00	23

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170 miles and over 160 miles .....	74	67	60	50	42	37	27	27	26	20	42	50	35	16½	2.10	2.20	31.00	28.00	18.00	24
180 miles and over 170 miles .....	76	68	61	53	43	38	28	27	28	21	43	53	36	16½	2.15	2.21	32.00	29.00	19.00	24½
190 miles and over 180 miles .....	77	69	63	54	44	39	29	28	29	21	44	54	37	16½	2.16	2.22	33.00	30.00	19.00	25
200 miles and over 190 miles .....	78	70	64	55	45	40	30	29	29	21	45	55	39	16½	2.17	2.23	34.00	30.50	20.00	25½
210 miles and over 200 miles .....	80	71	64	56	46	41	31	30	30	21	46	56	40	18	2.18	2.24	34.00	31.00	20.00	26
220 miles and over 210 miles .....	82	72	65	57	47	43	32	31	31	22	47	57	41	18	2.19	2.25	35.00	31.00	21.00	26½
230 miles and over 220 miles .....	83	73	66	58	48	44	33	32	32	23	48	58	42	18	2.20	2.26	36.00	31.00	21.00	27
240 miles and over 230 miles .....	84	74	67	59	50	45	34	33	33	24	50	59	43	18	2.21	2.27	36.00	32.00	22.00	27½
250 miles and over 240 miles .....	85	75	68	61	51	46	35	34	33	25	51	61	44	18	2.22	2.28	37.00	32.00	22.00	28
260 miles and over 250 miles .....	86	76	69	62	52	47	36	35	34	25	52	62	45	20	2.23	2.29	37.00	32.00	22.00	28½
270 miles and over 260 miles .....	87	77	70	63	54	48	37	36	35	25	54	63	46	20	2.24	2.30	38.00	33.00	23.00	29
280 miles and over 270 miles .....	88	78	71	64	54	49	38	37	36	26	54	64	47	20	2.25	2.31	38.00	33.00	23.00	29½
290 miles and over 280 miles .....	89	79	72	65	55	51	39	38	37	26	55	65	48	20	2.26	2.32	39.00	33.00	24.00	30
300 miles and over 290 miles .....	90	80	74	66	56	52	40	39	37	27	56	66	50	20	2.27	2.33	39.00	34.00	24.00	30
310 miles and over 300 miles .....	91	81	75	67	57	53	41	40	39	27	57	67	51	21	2.28	2.24	40.00	34.00	24.00	31
320 miles and over 310 miles .....	92	82	76	68	59	54	42	40	40	27	59	68	52	21	2.29	2.35	40.00	34.00	24.00	31
330 miles and over 320 miles .....	93	83	77	69	59	55	43	41	41	27	59	69	53	21	2.30	2.36	41.00	35.00	25.00	32
340 miles and over 330 miles .....	94	84	78	69	60	55	43	41	41	28	60	69	53	22	2.31	2.37	41.00	35.00	25.00	32
350 miles and over 340 miles .....	95	85	78	70	60	56	43	42	42	28	60	70	54	22	2.32	2.38	42.00	35.00	25.00	33
360 miles and over 350 miles .....	96	86	79	70	60	56	44	42	42	29	60	70	54	22	2.33	2.39	43.00	35.00	25.00	34
370 miles and over 360 miles .....	97	87	79	70	60	56	45	42	42	29	60	70	54	22	2.34	2.40	43.00	35.00	26.00	34
380 miles and over 370 miles .....	98	88	80	71	61	57	45	43	43	30	61	71	55	23	2.35	2.43	44.00	36.00	27.00	35
390 miles and over 380 miles .....	99	89	81	71	61	57	45	43	43	30	61	71	55	23	2.36	2.46	45.00	36.00	27.00	35
400 miles and over 390 miles .....	100	90	82	72	62	57	45	43	43	31	62	72	55	23	2.37	2.50	45.00	36.00	28.00	36

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SCHEDULE OF FREIGHT TARIFFS REVISED, ALLOWED AND ADOPTED BY THE RAILROAD COMMISSION  
OF THE STATE OF FLORIDA, FOR PENSACOLA AND ATLANTIC DIVISION, LOUISVILLE AND NASH-  
VILLE RAILROAD, TAKING EFFECT APRIL 1, 1903.

BETWEEN LOCAL STATIONS.	Per Hundred Pounds												Per Barrel	Per 100 Lbs	Per 2000 Lbs	Per Car		Vegetables per crate 50 lbs						
	1	2	3	4	5	6	A	B	C	D	E	H	F	K	L	M	N	O	P	Coal	Live Stock Except Hogs	Sheep double deck Hogs single		
																						Oranges per box 80 lbs		
10 miles and under .....	25	22	18	17	16	15	15	15	6	6	15	15	12	15	7	5	3	5	3	\$ .60	\$10.00	\$12.00	10	8
15 miles and over 10 miles .....	30	25	21	20	19	18	18	18	7	7	18	18	14	18	9	7	4	7	4	.80	14.00	17.00	10	8
20 miles and over 15 miles .....	32	28	25	23	21	20	20	20	7	7	20	20	14	20	10	7	5	7	5	.90	14.00	17.00	11	8
25 miles and over 20 miles .....	35	30	27	25	23	21	21	21	9	8	21	21	18	21	11	8	5	8	5	1.00	17.00	20.00	11	8
30 miles and over 25 miles .....	37	32	30	27	24	22	22	22	10	8	22	22	20	22	11	8	6	8	6	1.05	17.00	20.00	12	8
35 miles and over 30 miles .....	40	35	32	29	26	23	23	23	11	9	23	23	22	23	12	8	6	8	6	1.15	19.00	23.00	12	9
40 miles and over 35 miles .....	42	37	33	30	27	24	24	24	12	9	24	24	24	24	12	8	6	8	6	1.20	19.00	23.00	12	9
45 miles and over 40 miles .....	43	40	34	31	28	25	25	25	13	10	25	25	26	25	13	8	7	8	7	1.25	21.00	25.00	12	9
50 miles and over 45 miles .....	45	41	35	32	29	26	26	26	14	10	26	26	28	26	14	9	7	9	7	1.25	21.00	25.00	13	9
55 miles and over 50 miles .....	47	42	36	33	30	27	27	27	15	11	27	27	30	27	15	10	7	10	7	1.30	23.00	28.00	13	9
60 miles and over 55 miles .....	48	43	37	34	31	28	28	28	16	11	28	28	32	28	16	12	8	12	8	1.35	23.00	28.00	13	9
65 miles and over 60 miles .....	50	44	40	36	33	30	30	30	17	12	30	30	34	30	17	12	8	12	8	1.40	25.00	30.00	13	10

70 miles and over	65 miles .....	52 45 41 37 33 30 30 30 17 12 30 30 34 30 17 13 8 13 8 1.45 25.00 30.00 14 10
75 miles and over	70 miles .....	55 45 42 38 34 30 30 30 18 13 30 30 36 30 18 13 9 13 9 1.50 27.00 32.00 14 10
80 miles and over	75 miles .....	57 47 43 39 35 31 31 31 18 14 31 31 36 31 18 14 9 14 9 1.50 27.00 32.00 14 10
85 miles and over	80 miles .....	58 50 44 40 36 32 32 32 19 15 32 32 38 32 19 14 9 14 9 1.55 29.00 35.00 14 10
90 miles and over	85 miles .....	60 52 46 41 37 33 33 33 19 15 33 33 38 33 19 15 10 15 10 1.55 29.00 35.00 15 10
95 miles and over	90 miles .....	62 54 48 43 38 34 34 34 19 15 34 34 38 34 19 15 10 15 10 1.60 31.00 35.00 15 10
100 miles and over	95 miles .....	64 56 50 45 40 36 36 36 20 15 36 36 40 36 20 15 10 15 10 1.60 31.00 35.00 15 10
110 miles and over	100 miles .....	66 58 51 46 41 37 37 37 21 16 37 37 42 37 21 16 11 16 11 1.65 32.00 36.00 15 11
120 miles and over	110 miles .....	68 60 52 47 42 38 38 38 22 17 38 38 44 38 22 16 11 16 11 1.65 34.00 38.00 16 11
130 miles and over	120 miles .....	70 62 53 48 43 39 39 39 23 18 39 39 46 39 23 17 12 17 12 1.75 34.00 39.00 16 11
140 miles and over	130 miles .....	72 64 54 49 44 40 40 40 24 19 40 40 48 40 24 17 12 17 12 1.75 35.00 40.00 16 11
150 miles and over	140 miles .....	74 66 55 50 45 41 41 41 25 20 41 41 50 41 25 18 13 18 13 1.80 36.00 40.00 17 12
160 miles and over	150 miles .....	76 68 56 51 46 42 42 42 25 20 42 42 50 42 26 18 13 18 13 1.90 37.00 40.00 17 12

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SCHEDULE OF FREIGHT TARIFFS OPERATED IN FLORIDA BY VALDOSTA SOUTHERN RAILWAY AND  
SOUTH GEORGIA RAILWAY.

Between Local Stations in Florida.	Per Hundred Pounds												Per Barrel	Per 100 pounds	Per Car Load					Per 100 pounds	Per Crate
	1	2	3	4	5	6	A	B	C	D	H	F			K	L	M	N	O	P	R
10 miles and under .....	24	21	20	15	14	12	12	8	5½	5	15	11	5	50	.80	8.00	6.00	5.00	5	13	10
20 miles and over 10 miles .....	30	27	24	21	18	15	15	10	7	6	21	14	6	60	.90	11.00	10.00	7.00	6	13	10
30 miles and over 20 miles .....	36	32	29	26	21	17	17	11	7½	7	26	15	7	70	1.00	14.00	11.00	8.00	7	13	10
40 miles and over 30 miles .....	41	36	33	30	24	18	18	12	8	7½	30	16	8	80	1.10	16.00	12.00	9.00	8	13	10
50 miles and over 40 miles .....	45	41	37	33	27	20	20	13	9	8	33	17½	8	90	1.20	18.00	13.00	10.00	9	13	10

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**MISSING  
PAGE(S)**

280 miles and over 270 miles .....	103	92	74	68	61	56	45	38	39	27	56	67	50	20	2.25	2.31	42.00	33.00	23.00	29½
290 miles and over 280 miles .....	104	92	75	69	62	57	46	39	40	27	57	68	51	20	2.26	2.32	42.00	33.00	24.00	30
300 miles and over 290 miles .....	105	93	76	70	63	58	47	40	41	28	57	69	52	20	2.27	2.33	43.00	34.00	24.00	30
310 miles and over 300 miles .....	106	94	77	71	64	59	48	41	42	28	58	70	53	21	2.28	2.34	43.00	34.00	24.00	31
320 miles and over 310 miles .....	107	95	78	71	64	59	48	41	42	28	58	71	53	21	2.29	2.35	44.00	34.00	24.00	31
330 miles and over 320 miles .....	108	95	78	72	65	60	49	42	43	29	59	72	54	21	2.30	2.36	44.00	35.00	25.00	32
340 miles and over 330 miles .....	109	96	79	72	66	60	49	42	43	30	60	73	54	22	2.31	2.37	45.00	35.00	25.00	32
350 miles and over 340 miles .....	109	96	79	73	66	61	50	43	44	30	60	74	55	22	2.32	2.38	45.00	35.00	25.00	33
360 miles and over 350 miles .....	110	96	80	73	66	61	50	43	44	31	61	75	55	22	2.33	2.39	46.00	35.00	25.00	34
370 miles and over 360 miles .....	111	97	80	73	66	61	50	43	44	31	61	76	55	22	2.34	2.40	46.00	35.00	26.00	34
380 miles and over 370 miles .....	112	98	81	74	67	62	51	44	45	32	61	77	56	23	2.35	2.43	47.00	36.00	27.00	35
390 miles and over 380 miles .....	113	99	82	74	67	62	51	44	45	32	61	78	56	23	2.36	2.46	47.00	36.00	27.00	35
400 miles and over 390 miles .....	114	100	83	75	68	62	51	44	45	33	62	79	56	23	2.37	2.50	48.00	36.00	28.00	36

**SUGAR CANE TO SUGAR AND SYRUP FACTORIES.**

Distances.	Rate, in cents, per ton of 2,000 lbs.
10 miles and under.....	\$.50
20 miles and over 10 miles.....	.50
30 miles and over 20 miles.....	.55
40 miles and over 30 miles.....	.65
50 miles and over 40 miles.....	.70
60 miles and over 50 miles.....	.75
70 miles and over 60 miles.....	.80
80 miles and over 70 miles.....	.85
90 miles and over 80 miles.....	.90
100 miles and over 90 miles.....	.95

Minimum, 15 tons to a car.

NOTE. These rates apply, *provided* the full products of the cane are reshipped from the factory by the line bringing in the cane.

*Provided further,* That such carrier makes as low rates as other competing carriers on the outward product.

If the product is not shipped as above provided, the rates will be 100 per cent higher.

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**RATES ON COTTON PRESSED IN BALES.****RATES IN CENTS PER 100 POUNDS.**

10 miles and under.....	11
20 miles and over 10 miles.....	13
30 miles and over 20 miles.....	15
40 miles and over 30 miles.....	17
50 miles and over 40 miles.....	19
60 miles and over 50 miles.....	21
70 miles and over 60 miles.....	23
80 miles and over 70 miles.....	25
90 miles and over 80 miles.....	27
100 miles and over 90 miles.....	29
110 miles and over 100 miles.....	30
120 miles and over 110 miles.....	31
130 miles and over 120 miles.....	32
140 miles and over 130 miles.....	33
150 miles and over 140 miles.....	34
160 miles and over 150 miles.....	35

Schedule of Freight Tariffs Revised, Allowed and Adopted by the  
Railroad Commission of the State of Florida.

FOR THE SOUTHERN EXPRESS COMPANY.

LOCAL COMMODITY MILEAGE SCALE RATES.

SOLELY WITHIN THE STATE OF FLORIDA.

Effective March 1st, 1899, the following rates on Fruit and Vegetables will apply on all shipments between local points on

FLORIDA EAST COAST RAILWAY.

Over Miles	Not Over Miles	Per Package		Over Miles	Not Over Miles	Per Package	
		Tariff "A"	Tariff "B"			Tariff "A"	Tariff "B"
1	10	25	25	160	170	40	30
10	20	25	25	170	180	40	30
20	30	25	25	180	190	40	30
30	40	30	25	190	200	40	35
40	50	30	25	200	210	45	35
50	60	30	25	210	220	45	35
60	70	35	25	220	230	45	40
70	80	35	25	230	240	45	40
80	90	35	25	240	250	45	40
90	100	35	25	250	275	50	45
100	110	35	25	275	300	55	50
110	120	35	25	300	325	60	50
120	130	35	25	325	350	60	55
130	140	35	25	350	375	60	55
140	150	40	30	...	...	..	..
150	160	40	30	...	...	..	..

Minimum charge on any single shipment, 25 cents.

Note: The above quoted rates do not abrogate any lower special rates now in effect, nor any lower rates made by the application of the "May Scale."

Rates between points reached by two or more railroads will be based on the mileage of the shortest through line.

CLASSIFICATION.

TARIFF A.

Fruit: Oranges, Lemons, Limes, Grape Fruit, Pineapples in standard crates of 80 pounds. Barrel or barrel crates, double the crate-rate.

TARIFF B.

Fruit: Peaches, Pears and Guavas.

Vegetables: Beans, Beets, Cauliflower, Okra, Tomatoes, Squash, Potatoes (Irish and Sweet), Green Peas, Egg Plant, Turnips, Green Corn, Asparagus, Radishes, Lettuce, Onions, Cabbage, Kale, Cantaloupes and like articles, in standard crates of 50 pounds, barrel or barrel crates, double the crate rate.

Schedule of Freight Tariffs Revised, Allowed and Adopted by  
the Railroad Commission of the State of Florida.

**FOR SOUTHERN EXPRESS COMPANY.**

**LOCAL COMMODITY MILEAGE SCALE RATE.  
SOLELY WITHIN THE STATE OF FLORIDA.**

Effective March 1st, 1899, the following rates on Fruit and Vegetables will apply on all shipments between local points on any one of the railroads named below in the State of Florida:

Carrabelle, Tallahassee & Ga.railroad	Jacksonville, Tampa & Key West Ry.
Florida Central & Peninsular railroad	Louisville & Nashville railroad.
Gainesville and Gulf railroad	Plant System.
Georgia Southern & Florida railroad.	Tavares & Gulf railroad.

Over Miles	Not Over Miles	Per Package		Over Miles	Not Over Miles	Per Package	
		Tariff "A"	Tariff "B"			Tariff "A"	Tariff "B"
1	10	25	25	160	170	35	25
10	20	25	25	170	180	35	25
20	30	25	25	180	190	35	25
30	40	25	25	190	200	35	25
40	50	25	25	200	210	40	30
50	60	30	25	210	220	40	30
60	70	30	25	220	230	40	30
70	80	30	25	230	240	40	30
80	90	30	25	240	250	40	30
90	100	30	25	250	275	45	35
100	110	30	25	275	300	45	35
110	120	30	25	300	325	45	40
120	130	30	25	325	350	50	40
130	140	30	25	350	375	50	40
140	150	35	25	375	400	50	40
150	160	35	25	400	...	50	40

Minimum charge on any single shipment, 25 cents.

NOTE: The above quoted rates do not abrogate any lower special rates now in effect, nor any lower rates made by the application of the "May Scale."

Rates between points reached by two or more railroads will be based on the mileage of the shortest through line.

Shipments passing over two or more roads not under the same management or control the maximum rate charged on such shipments shall not be greater than the sum of the local rates on each road, less 10 per cent. for the distance hauled over each road.

**CLASSIFICATION.**

**TARIFF A.**

Fruit: Oranges, Lemons, Limes, Grape Fruit, Pineapples, in standard crates of 80 pounds. Barrel or barrel crates, double the crate rate.

**TARIFF B.**

Fruit: Peaches, Pears and Guavas.

Vegetables: Beans, Beets, Cauliflower, Okra, Tomates, Turnips, Green Corn, Asparagus, Radishes, Lettuce, Onions, Cabbage, Kale, Cantaloupes, and like articles, in standard crates of 50 pounds. Barrel or barrel crates, double the crate rate.

**LOCAL EXPRESS RATES ON COMMODITIES AS REVISED,  
ADOPTED AND ALLOWED.**

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Schedule of Freight Tariffs Revised, Allowed and Adopted by the  
Railroad Commission of the State of Florida.

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**FOR SOUTHERN EXPRESS COMPANY.**

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**LOCAL MILEAGE SCALE RATE ON STRAWBERRIES.**

**SOLELY WITHIN THE STATE OF FLORIDA.**

Effective March 1, 1899, the following rates on strawberries will apply on all shipments between local points on any one of the railroads named below in the State of Florida:

Carrabelle, Tallahassee & Ga. railroad  
Florida Central & Peninsular railroad  
Gainesville & Gulf railway.  
Georgia Southern & Florida railroad.

Louisville & Nashville railroad.  
Plant System.  
Tavares & Gulf railroad.

Over Miles	Not Over Miles	Per Crate	Over Miles	Not Over Miles	Per Crate
1	10	25	160	170	55
10	20	25	170	180	55
20	30	25	180	190	55
30	40	30	190	200	55
40	50	30	200	210	55
50	60	30	210	220	55
60	70	30	220	230	55
70	80	35	230	240	60
80	90	35	240	250	60
90	100	35	250	275	60
100	110	40	275	300	60
110	120	40	300	325	60
120	130	40	325	350	65
130	140	50	350	375	65
140	150	50	375	400	70
150	160	55	400	...	70

The above rates are per standard crate of 32 quarts, estimated at 50 pounds. Excess of this weight will be charged for pro rata.

Minimum charge on any single shipment, 25 cents.

Note: The above quoted rates do not abrogate any lower specific rates now in effect, nor any lower rates made by the application of the "May Scale."

Rates between points reached by two or more railroads will be based on the mileage of the shortest through line.

On shipments passing over two or more roads not under the same management or control, the same rules shall apply as on merchandise.

**LOCAL MILEAGE RATES ON FRUIT AND  
VEGETABLES.**

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DISTANCE.	CLASS.		
	Per Crate.	G.	V.
10 miles and under.....	13	10	
20 miles and over 10 miles.....	13	10	
30 miles and over 20 miles.....	13	10	
40 miles and over 30 miles.....	13	10	
50 miles and over 40 miles.....	13	10	
60 miles and over 50 miles.....	15	10	
70 miles and over 60 miles.....	16	10	
80 miles and over 70 miles.....	16	10	
90 miles and over 80 miles.....	16	10	
100 miles and over 90 miles.....	16	10	
110 miles and over 100 miles.....	16	11	
120 miles and over 110 miles.....	16	11	
130 miles and over 120 miles.....	16	11	
140 miles and over 130 miles.....	16	11	
150 miles and over 140 miles.....	17	12	
160 miles and over 150 miles.....	17	12	
170 miles and over 160 miles.....	18	12	
180 miles and over 170 miles.....	18	12	
190 miles and over 180 miles.....	18	13	
200 miles and over 190 miles.....	18	13	
210 miles and over 200 miles.....	19	13	
220 miles and over 210 miles.....	19	13	
230 miles and over 220 miles.....	19	14	
240 miles and over 230 miles.....	20	14	
250 miles and over 240 miles.....	20	14	

For distances exceeding 250 miles the maximum rate shall be 25 cents per box or crate and 50 cents per barrel or barrel crate.

These rates will apply on local shipments between all points on any railroad in the State of Florida.

Exceptions.—These rates do not apply to base points as a basis for through rates.

**CLASSIFICATION.****CLASS G—FRUIT.**

Oranges, Lemons, Limes, Grape Fruit Pineapples.

In standard crates of 80 pounds.

Barrels or barrel crates double the crate rate.

Strawberries in crates of 50 pounds.

**CLASS V—FRUIT.**

Peaches, Pears and Guavas.

**VEGETABLES.**

Beans, Beets, Cauliflowers, Okra, Tomatoes, Squash, Potatoes (Irish and Sweet), Green Peas, Eggplants, Turnips, Green Corn, Asparagus, Radishes, Lettuce, Onions, Cabbage, Kale, Cantaloupes and like articles.

In standard crates of 50 pounds.

Barrels or barrel crates double the crate rate.

SCHEDULE OF FREIGHT TARIFFS REVISED, ALLOWED, AND ADOPTED BY THE RAILROAD COMMISSION  
OF THE STATE OF FLORIDA FOR FLORIDA RAILWAY AND LIVE OAK, PERRY & GULF RAILROAD.

STATIONS.	Per Hundred Pounds												Per barrel Per 100 pounds	Per Ton	Per Car Load			Per 100 pounds Per Crate		
	1	2	3	4	5	6	A	B	C	D	E	H	F	K	L	M	N	O	P	
10 miles and under .....	25	32	21	16	15	14	11	9	8	7		16	13	7	.75	1.00	8.00	10.00	5.00	8
20 miles and over 10 miles .....	30	27	25	20	18	17	13	11	10	8		19	15	8	.90	1.10	11.00	12.00	7.00	9
30 miles and over 20 miles .....	35	32	29	23	21	19	14	13	12	10		22	17	9	1.05	1.20	14.00	14.00	8.00	9
40 miles and over 30 miles .....	39	37	33	26	24	21	15	15	14	11		25	19	10	1.20	1.30	16.00	15.00	9.00	11
50 miles and over 40 miles .....	43	41	36	29	27	23	16	16	16	12		28	21	11	1.30	1.40	17.00	16.00	10.00	12
60 miles and over 50 miles .....	47	45	39	32	30	24	17	17	17	13		31	23	12	1.40	1.50	18.00	17.00	11.00	13
70 miles and over 60 miles .....	51	49	43	35	32	25	18	18	18	14		34	24	13	1.50	1.60	19.00	18.00	11.00	14
80 miles and over 70 miles .....	55	53	45	38	34	26	19	19	19	15		36	25	13	1.60	1.70	20.00	19.00	12.00	15

# **DISTANCE TABLES.**

# DISTANCE TABLES.

## LOUISVILLE & NASHVILLE.

### Pensacola Division.

Pensacola .....	0	Gonzales .....	13	Pine Barren .....	27
Goulding .....	3	Cantonement .....	15	McDavid .....	34
Brent .....	4	Cottage Hill .....	17	Bluff Springs .....	39
Olive .....	7	Quintette .....	19	Century .....	42
Roberts .....	12	Molino .....	23	Flomaton .....	

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### P. & A. Division.

Pensacola .....	0	Holts .....	38	Bonifay .....	107
Bohemie .....	6	Milligan .....	46	Chipley .....	116
Gull Point .....	7	Crestview .....	50	Aycock .....	122
Yniestra .....	8	Deerland .....		Cottontdale .....	126
Escambia .....	9	Mossy Head .....	66	Marianna .....	135
Mulat .....	12	DeFuniak Springs .....	79	Cypress .....	146
Harp .....	14	Argyle .....	83	Grand Ridge .....	149
Galt City .....	17	Ponce de Leon .....	90	Sneads .....	155
Milton .....	19	Westville .....	97	Chattahoochee River Landing .....	159
Good Range .....	29	Caryville .....	99	River Junction .....	161

**YELLOW RIVER RAILROAD.**

Crestview .....	0	Fargo Junction .....	14	Svea .....	21
Auburn .....	4	Laurel Hill .....	17	Floralia .....	25
Campton .....	10				

**Alabama Division.**

Graceville .....	0	Noma .....	7	Georgiana .....	100
Eleanor .....	3	High Note .....	11	Montgomery .....	159

**APALACHICOLA NORTHERN RAILROAD.**

River Junction .....	0	Guest .....	17	Sumatra .....	56
Dolan .....	8	Horsford .....	26	Beverly .....	67
Greensboro .....	13	Evans .....	29	Apalachicola .....	80
Juniper .....	14	Trump .....	33		

**LIVE OAK, PERRY & GULF RAILROAD.**

Live Oak .....	6	Clark .....	25	Townseld .....	27
Starr .....	8	Peterson .....	28	Smith .....	33
Mercer .....	10	Mayo .....	33	Fenholloway .....	38
Platt .....	14	Alton .....	35	Perry .....	44
Lancaster .....	17	Day .....	22	Hampton Springs .....	49
Dowling Park .....	18	Silo .....	25		

**GEORGIA, FLORIDA & ALABAMA RAILWAY.**

Carrabelle .....	0	Ashmore .....	21	Tallahassee .....	50
Lanark .....	5	Arran .....	30	Havana .....	67
McIntyre .....	13	Hilliardsville .....	37	Quincy .....	78
Sopchopyy .....	19	Spring Hill .....	40	Bainbridge .....	

**FLORIDA RAILWAY.**

Live Oak .....	0	Suwannee River .....	17	Charlton .....	39
Stokley .....	8	Mayo .....	23	Keene .....	43
Rosburg .....	11	Alton .....	25	Fenholloway .....	46
Kayville .....	14	San Pedro .....	26	Denmark .....	44
Luraville .....	18	Media .....	35	Perry .....	52
Kirkland .....	12				177

**SOUTH GEORGIA RAILWAY.**

Perry .....	0	Waysland .....	35	Quitman .....	49
Sirmans .....	17	Lovett .....	38	Adel .....	77
Greenville .....	26				

**TAMPA & JACKSONVILLE RAILWAY.**

Sampson City .....	0	Gainesville .....	20	Lake Simonton .....	40
Graham .....	4	Rocky Point .....	26	Durgarvan .....	43
Cyril .....	7	Clyatt .....	33	Ft. Drane .....	46
Bellamy .....	12	Micanopy .....	37	Fairfield .....	48

**SEABOARD AIR LINE RAILWAY.**

From Jacksonville to River Junction.

Jacksonville .....	0	Ogden .....	65	Monticello .....	143
Marietta .....	8	Welborn .....	71	Braswell .....	141
White House .....	11	Houston .....	76	Lloyd .....	147
Baldwin .....	19	Live Oak .....	82	Chairs .....	154
Macclenny .....	29	Peacock .....	91	Tallahassee .....	165
Glen St. Mary .....	30	Elataville .....	95	Ocklocknee .....	174
Drake .....	34	Lees .....	102	Midway .....	177
Sanderson .....	37	West Farm .....	105	Quincy .....	189
Olustee .....	47	Madison .....	110	Gretna .....	194
Mt. Carrie .....	51	Greenville .....	124	Mt. Pleasant .....	197
Watertown .....	57	Aucilla .....	131	River Junction .....	208
Lake City .....	60	Drifton .....	138		

11  
88

Jacksonville to Tampa.

Jacksonville .....	0	Lochloosa .....	77	Summerfield .....	118
Baldwin .....	19	Island Grove .....	81	Dallas .....	120
Maxville .....	26	Citra .....	83	Oxford .....	123
Highland .....	33	Sparr .....	89	Wildwood .....	128
Lawtey .....	38	Anthony .....	92	Coleman .....	132
Starke .....	45	Spring Park .....	96	Panasofkee .....	136
Hampton .....	51	Silver Springs Junction .....	98	Sumterville Junction .....	136
Waldo .....	57	Silver Springs .....	100	Sumterville .....	138
Orange Heights .....	62	Ocala .....	102	Bushnell .....	142
Campville .....	66	Santos .....	109	St. Catherine .....	146
Hawthorne .....	71	Bellevue .....	113	Withlacoochee .....	150

Lacoochee .....	157	Abbot .....	174	Valrico .....	199
Owensboro .....	158	Knights .....	185	Brandon .....	201
Dade City .....	164	Plant City .....	189	Limona .....	202
Pasadena .....	167	Turkey Creek .....	194	Ybor City .....	210
Phelps .....	170	Sidney .....	196	Tampa .....	212
Greer .....	171				

**Jacksonville to Savannah.**

Jacksonville .....	0	Tisonia .....	16	Becker .....	27
Panama .....	6	Hedges .....	21	Evergreen .....	30
Duval .....	13	Yulee .....	24	Savannah .....	137

**Fernandina to Baldwin.**

Fernandina .....	0	'allahan .....	27	Inglehome .....	39
O'Neill .....	6	Crawford .....	32	Brandy Branch .....	41
Yulee .....	12	Verdie .....	37	Baldwin .....	47
Italia .....	19				

**Waldo to Cedar Key.**

Waldo .....	0	Palmer .....	24	Otter Creek .....	49
Fairbanks .....	7	Archer .....	32	Ellzey .....	51
Gainesville .....	14	Merediths .....	35	Rosewood .....	61
Arredondo .....	20	Bronson .....	38	Sumner .....	63
Kanapaha .....	21	Lennon .....	43	Cedar Key .....	71

SEA BOARD AIR LINE RAILWAY—Continued.

Starke to Wanee.

Starke .....	0	LaCrosse .....	20	Neals .....	40
Sampson Junction .....	8	Hainesworth .....	23	Williford .....	50
Brooker .....	15	A. C. L. Junction .....	26	Bell .....	55
Thomasville .....	17	Alachua .....	28	Wanee .....	60

Archer to Early Bird.

Archer .....	0	Montbrook .....	16	Standard Junction .....	24
Raleigh .....	7	Morriston .....	20	Early Bird .....	26
Williston .....	11				

Wildwood to Orlando.

Wildwood .....	0	Eldorado .....	15	Plymouth .....	37
Orange Home .....	3	Tavares .....	21	Apopka .....	41
Whitney .....	7	Ellsworth Junction .....	25	Piedmont .....	43
Montclair .....	9	Victoria .....	29	Toronto .....	44
Leesburg .....	11	Gainesboro .....	32	Lockhart .....	47
Sunnyside .....	14	Zellwood .....	33	Modella Park .....	51
Sadie .....	15	McDonald .....	35	Orlando .....	54

Orlando to Lake Charm.

Orlando .....	0	Winter Park .....	6	Oviedo .....	16
Rowena .....	3	Goldenrod .....	10	Lake Charm .....	17
College Station .....	5	Gabriella .....	13		

**Drifton to Monticello.**

Drifton .....	0	Monticello .....	4	
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**Tallahassee to Covington.**

Tallahassee .....	0	Walton .....	13	Leonton .....	24
St. Marks Junction .....	3	Wacissa .....	21	Covington .....	32
Corey .....	10				

**Turkey Creek to Sarasota.**

Turkey Creek .....	0	Willow .....	26	Palmetton .....	43
Durant .....	5	Parish .....	32	Manatee .....	44
Boyette .....	12	Erie .....	35	Bradentown .....	45
Balm .....	16	Terra Ceia Junction .....	39	Oneco .....	47
Wimauma .....	20	Ellenton .....	41	Sarasota .....	55

**Plant City to Nichols.**

Plant City .....	0	Keysville .....		Nichols .....	
Warnell Junction .....					

**Tallahassee to St. Marks.**

Tallahassee .....	0	Vereen .....	11	St. Marks .....	20
Woodville .....	10	Wakulla .....	16		

NATURAL BRIDGE RAILROAD.

Vereen .....	0	McIver .....	7	Delph .....	13
Plank Road .....	5	Morgan .....	9		

ATLANTIC COAST LINE RAILWAY.

Jacksonville to Port Tampa.

Jacksonville .....	0	Seville .....	82	Davenport .....	181
Edgewood .....	3	Pierson .....	88	Haines City .....	186
Orange Park .....	13	Barberville .....	93	Bartow Junction .....	192
Doctors Inlet .....	19	DeLeon Spring .....	98	Auburndale .....	196
Russell .....	23	Glenwood .....	101	Carters .....	201
Magnolia Springs .....	27	De Land Junction .....	106	Lakeland .....	206
Green Cove Springs .....	29	Orange City Junction .....	111	Winston .....	210
Wallkill .....	32	Enterprise Junction .....	117	Youmans .....	213
West Tocoi .....	39	Monroe .....	120	Plant City .....	216
Bostwick .....	45	Sanford .....	124	Dover .....	222
Teasdale .....	48	Lake Mary .....	129	Seffner .....	226
Palatka .....	54	Longwood .....	134	Orient .....	232
Satsuma .....	64	Altamonte Spring .....	137	Thonotosassa Junction .....	235
Sisco .....	67	Maitland .....	140	Ybor City .....	236
Pomona .....	69	Winter Park .....	142	Tampa .....	238
Como .....	71	Orlando .....	147	Carlow .....	239
Huntington .....	73	Kissimmee .....	165	Dewey .....	242
Crescent City Junction .....	77	Campbell .....	169	Port Tampa City .....	246
Denver .....	76	Loughman .....	176	Port Tampa .....	247
Hammond .....	81				

**Jacksonville to Savannah.**

Jacksonville .....	0	Ratliff .....	15	Boulogne .....	37
Moncrief .....	4	Callahan .....	20	Folkston .....	41
Pickett .....	6	Dyal .....	24	Waycross .....	75
Dinsmore .....	10	Hilliard .....	30	Savannah .....	171

**Jacksonville to St. Petersburg.**

Jacksonville .....	0	Martin .....	117	San Antonio .....	210
Baldwin .....	19	Kendrick .....	121	Pasco .....	214
Lake Butler .....	52	Ocala .....	126	Ehren .....	222
Burnetts Lake .....	71	Candler .....	139	Odessa .....	232
Hague .....	74	Weirs Lake .....	147	Keystone Park .....	236
Paradise .....	80	Lady Lake .....	152	Tarpon Springs .....	243
Gainesville .....	85	Leesburg .....	160	Sutherland .....	248
Kelleys Mill .....	92	Okahumpka .....	165	Ozona .....	249
Rochelle .....	94	Center Hill .....	174	Dunedin .....	253
Micanopy Junction .....	100	Webster .....	179	Clearwater .....	256
Evinston .....	102	St. Catherine .....	184	Belleair .....	257
McIntosh .....	105	Croom .....	190	Largo .....	260
Orange Lake .....	107	Rital .....	196	Cross Bayou .....	265
Proctor .....	108	Trilby .....	199	Lellman .....	269
Reddick .....	111	Blanton .....	204	St. Petersburg .....	274
Lowell .....	114				183

ATLANTIC COAST LINE RAILWAY—Continued.

Jacksonville to Wilcox.

Jacksonville .....	0	Ellerbee .....	43	Burnett's Lake .....	72
Moncrief .....	5	Raiford .....	46	West Alachua .....	74
Cambon .....	11	Rylander .....	48	Cadillac .....	78
Baldwin .....	20	Johnstown .....	50	Halle .....	81
Mattox .....	25	Lake Butler .....	53	Komoko .....	83
McPherson .....	28	Hiers .....	60	Newberry .....	86
Nursery .....	30	Worthington Springs .....	62	Tyler .....	95
Bessent .....	32	Santa Fe .....	66	Trenton .....	99
Sapp .....	39	Haynesworth .....	69	Wilcox .....	106

Sanford to Trilby.

Sanford .....	0	Lakeville .....	22	Mineola .....	42
Sanford Junction .....	1	Clarcona .....	24	Clermont .....	44
Paola Junction .....	6	Fullers .....	28	Mascotte .....	53
Pine Crest .....	7	Crown Point .....	29	Linden .....	62
Island Lake .....	9	Winter Garden .....	31	Tarrytown .....	63
Glen Ethel .....	12	Tildenville .....	32	Riverland .....	68
Palm Springs .....	14	Oakland .....	33	Trilby .....	75
Forest City .....	17	Mohawk .....			

Lakeland to Waycross.

Lakeland .....	0	Gulf Junction .....	80	High Springs .....	140
Kathleen .....	8	Dunnellon .....	82	Fort White .....	150

Stokes	12	Juliette	86	Lake City Junction	153
Richland	21	Romeo	93	Hildreth	157
Dade City	27	Morriston	98	Branford	164
Trilby	34	Montbrook	102	O'Brien	169
Rital	38	Williston	106	McAlpin	176
Croom	43	Gunnalls	108	Pinemount	177
Leta	46	Archer	118	Padlock	182
Istachatta	49	Half Moon	123	Live Oak	187
Floral City	57	Newberry	127	Suwannee	194
Inverness	63	Lexington	129	Marion	198
Hernando	69	Younglove	130	Jasper	203
Anita	73	Wades	133	Bakers Mill	208
Holder	74	Clark	135	Waycross	270
Elliston	77				

Lakeland to Fort Myers.

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Lakeland	0	Wauchula	38	Fort Ogden	73
Polk	4	Zolfo Springs	42	Cleveland	82
Haskell	7	Moffitt	46	Punta Gorda	86
Bartow	13	Buchanan	49	Acline	90
Homeland	19	Gardner	52	Gilchrist	99
Fort Meade	24	Brownville	56	Samville	107
Jane Jay	28	Arcadia	62	Tice	110
Bowling Green	32	Nocatee	66	Fort Myers	114
Torrey	34				

Bartow Junction to Bartow.

Bartow Junction	0	Eagle Lake	12	Bartow	17
Winter Haven	5	Gordonsville	15		

**ATLANTIC COAST LINE RAILWAY—Continued.**

**Tampa and Thonotosassa.**

Tampa .....	0	Harney .....	9	Thonotosassa .....	5
Thonotosassa Junction .....	3				

**DeLand Junction and DeLand.**

DeLand Junction .....	0	Stetson .....	2	DeLand .....	4

**Sanford to Tavares, Leesburg and Astor**

Sanford .....	0	Mount Dora .....	24	Orange Bend .....	42
Paola .....	6	Lane Park .....	32	Leesburg .....	50
Markham .....	8	Tavares .....	30	Umatilla .....	40
Ethel .....	11	Eustis .....	34	Altoona .....	43
Cassia .....	13	Fort Mason .....	36	Pitman .....	45
Wayland .....	16	Grand Island .....	38	Astor .....	61
Sorrento .....	19	Lisbon .....	41		

**Kissimmee to East Apopka.**

Kissimmee .....	0	Wildermerie .....	18	Clarecona .....	29
McLanes .....	5	Gotha .....	21	Apopka .....	33
Waco .....	17	Ocoee .....	23	East Apopka .....	34

**Sanford to Lake Charm.**

Sanford .....	0	Clydes .....	8	Oviedo .....	18
Ft. Reed .....	3	Clifton .....	13	Lake Charm .....	19
Rutledge .....	5				

**Kissimmee to Narcoossee.**

Kissimmee .....	0	St. Cloud Junction .....	6	Runnymede .....	13
Carolina .....	5	Peento .....	11	Narcoossee .....	14

**Bone Valley Branch.**

Winston .....	0	Pebbledale .....	15	Bone Hill Junction .....	21
Bone Valley Junction .....	9	Long Branch .....	16	Tiger Bay .....	25
Mulberry .....	11	Phosphoria .....	20		

**Ocala to Homosassa.**

Ocala .....	0	Leroy .....	14	Gulf Junction.....	27
Parham .....	2	Rock Springs .....	18	Citronelle .....	34
Agnew .....	4	Juliette .....	21	Crystal .....	40
Martel .....	9	Dunnellon .....	26	Homosassa .....	48
York .....	12				

**Brooksville to Croom.**

Brooksville .....	0	Croom .....	10		
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**ATLANTIC COAST LINE RAILWAY—Continued.**

**Proctor to Citra.**

Proctor .....	0	Citra .....	6	
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**Micanopy Junction to Tacoma.**

Micanopy Junction .....	0	Micanopy .....	3	Tacoma .....	8
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**Lake City to Lake City Junction.**

Lake City .....	0	Drews .....	11	Lake City Junction .....	22
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**Monticello to Thomasville.**

Monticello .....	0	Thomasville .....	24	Albany .....	82
Metcalf .....	14				

**River Junction to Climax.**

River Junction .....	0	Faceville .....	15	Climax .....	30
Recovery .....	9	Fowlton .....	21		

**FLORIDA EAST COAST RAILWAY.**

Jacksonville .....	0	Melbourne .....	194	Colohatchee .....	338
South Jacksonville .....	2	Tilman .....	197	Fort Lauderdale .....	344
Bowden .....	5	Malabar .....	200	Dania .....	346
Nesbit .....	9	Valkaria .....	203	Hallandale .....	351
Greenland .....	13	Grant .....	206	Ojus .....	353
Bayard .....	15	Micco .....	209	Fulford .....	355
Durbin .....	21	Roseland .....	212	Arch Creek .....	357
Magnolia Grove .....	31	Sebastian .....	215	Biscayne .....	359
St. Augustine .....	37	Wabasso .....	219	Little River .....	361
Hurds .....	44	Quay .....	222	Lemon City .....	362
Elkton .....	47	Gifford .....	226	Buena Vista .....	363
Armstrong .....	49	Vero .....	228	Miami .....	366
Holy Branch .....	51	Oslo .....	231	Cocoanut Grove .....	371
Hastings .....	54	Viking .....	235	Larkin .....	374
Orange Mills .....	58	St. Lucie .....	239	Kendale .....	376
East Palatka .....	62	Fort Pierce .....	242	Benson .....	379
Yelvington .....	67	White City .....	246	Keys .....	379
Roy .....	69	Eldred .....	247	Rockdale .....	380
Dinner Island .....	76	Ankona .....	249	Perrine .....	382
Neoga .....	80	Walton .....	252	Peters .....	383
Espanola .....	82	Eden .....	254	Goulds .....	386
Bunnell .....	87	Jensen .....	257	Black Point .....	387
Dupont .....	90	Rio .....	259	Princeton .....	388
Harwood .....	98	Gosling .....	261	Noranja .....	389
Hotel Ormond .....	106	Stuart .....	261	Modello .....	392
Ormond .....	104	Aberdeen .....	266	Homestead .....	394
Daytona .....	110	Fruita .....	269	Long Siding .....	402
Port Orange .....	115	Gomez .....	272	Manatee .....	409
New Smyrna .....	125	Hobe Sound .....	275	Jewfish .....	416

**FLORIDA EAST COAST RAILWAY—Continued.**

Hawks Park .....	127	Likely .....	278	Key Largo .....	418
Oak Hill .....	136	West Jupiter .....	283	Rock Harbor .....	425
Lyrata .....	143	Prairie .....	291	Tavernier .....	432
Titusville .....	154	Riveria .....	295	Plantation .....	435
Pritchards .....	158	West Palm Beach .....	299	Quarry .....	439
DeLespine .....	163	Royal Poinciana .....	300	Isla Morada .....	440
Frontenac .....	165	Breakers .....	300	Central Supply .....	444
Sharpe's .....	168	Lantana .....	308	Midway .....	448
City Point .....	169	Hypoluxo .....	309	Dodge .....	450
Cocoa .....	173	Boynton .....	312	Crescent .....	456
Rockledge .....	175	Delray .....	317	Long Key .....	458
Bonaventure .....	179	Yamato .....	321	Grassy .....	462
Pineda .....	183	Boca Ratone .....	325	Vaca .....	472
Eau Gallie .....	190	Deerfield .....	327	Knights Key .....	475
Sarno .....	191	Pompano .....	333	Knights Key Dock .....	478

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**Jacksonville to Mayport.**

Jacksonville .....	0	Center Park .....	11	Manhattan Beach .....	23
South Jacksonville .....	2	San Pablo .....	15	Burnside Beach .....	23
St. Nicholas .....	3	Pablo .....	17	East Mayport .....	24
Spring Glen .....	4	Cashens .....	19	Mayport .....	26
Hogan .....	6	Atlantic Beach .....	20		

**East Palatka to San Mateo.**

East Palatka .....	0	Howards Ridge .....	3	San Mateo .....	4
San Mateo Junction .....					

**East Palatka to Palatka.**

East Palatka .....	0	Palatka .....	3		

**New Smyrna to Orange City.**

New Smyrna .....	0	Indian Springs .....	10	Twin Oaks .....	24
Glencoe .....	3	Rogers .....	15	Orange City.....	26
Briggsville .....	7	Lake Helen .....	21		191

**Titusville to Sanford.**

Titusville .....	0	Maytown .....	16	Garfield .....	34
LaGrange .....	2	Cow Creek .....	21	Enterprise .....	36
Mims .....	4	Kalamazoo .....	26	Enterprise Junction .....	40
Turnbull .....	8	Osteen .....	29	Sanford .....	47
Aurantia .....	9				

**GEORGIA SOUTHERN AND FLORIDA RAILWAY.**

Palatka .....	0	Theressa .....	32	Suwannee Valley .....	83
Woodburn .....	8	Hampton .....	36	White Springs .....	86
Carraway .....	11	Sampson City .....	42	Winn .....	90
Baywood .....	14	New River .....	47	Genoa .....	93
Florahome .....	17	Lake Butler .....	53	Jasper .....	104
Grandin .....	19	Guilford .....	58	Avoca .....	110
Putnam Hall .....	22	Lulu .....	64	Jennings .....	115
Newburg .....	25	Lake City .....	74	Valdosta .....	134
Brooklyn .....	28	Winfield .....	80	Macon .....	286

**Jacksonville to Valdosta.**

Jacksonville .....	0	Kent .....	23	Moniac .....	38
Hoyt .....	5	St. Marys .....	26	Baxter .....	39
Kingsgrove .....	8	St. George .....	28	Eddy .....	46
Plummer .....	12	McNeils .....	37	Valdosta .....	110
Crawford .....	18				

**TAMPA NORTHERN RAILROAD.**

Tampa .....	0	Stemper .....	15	Fenville Junction .....	39
Garytown .....	2	Drexel .....	22	Rural .....	42
Flora .....	8	Tuckers .....	29	Wiscon Junction .....	45
Nowatney .....	11	Loyce .....	31	Brooksville .....	49

**Envile Junction to Port Richie.**

Envile Junction .....	0	Needmore .....	12	Riggins .....	16
Envile .....	1	Fivay Junction .....	16	Hudson .....	18
Sagano .....	8	Fivay .....	19	Port Richey.....	22

**Wiscon Junction to Took Lake.**

Wiscon Junction .....	0	Norman .....	6	Took Lake .....	10
Wiscon .....	3	Freeman .....	8		

**CHARLOTTE HARBOR AND NORTHERN RAILWAY.**

Arcadia .....	0	Boggess Landing .....	14	Placida .....	41
Nocatee .....	5	Platt .....	24	Boca Grande .....	50
Hull .....	9	Charlotte .....	33	Golden Gate .....	
Fort Ogden .....	11	McCall .....		South Dock .....	53

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**VALDOSTA SOUTHERN RAILWAY.**

Madison .....	0	Pinetta .....	10	Valdosta .....	28
Hanson .....	7				

**GREENVILLE SOUTHERN RAILWAY.**

Greenville .....	0	Fowler .....	2	Mvrick .....	5
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**ATLANTA & ST. ANDREWS BAY RAILWAY.**

Youngstown .....	0	Round Lake .....	20	Welchton .....	35
Fountain .....	8	Alfords .....	23	Campbellton .....	41
Compass .....	15	Cottondale .....	30	Dothan, Ala. ....	61

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# **STATISTICS**

## STATISTICS.

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STATEMENT OF RECEIPTS AND EXPENSES OF  
THE SOUTHERN EXPRESS COMPANY WITHIN  
THE STATE OF FLORIDA FOR THE YEAR END-  
ING JUNE 30, 1907.

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Receipts .....	\$589,146.92
Expenses:	
Transportation .....	\$294,583.46
Property .....	3,116.19
Loss and Damage .....	17,201.05
General Salaries .....	19,701.13
General Expenses .....	3,764.00
Stationery & Supplies .....	5,291.14
Taxes .....	5,548.92
Superintendents .....	6 596.57
Route Agents .....	8,161.86
Messengers .....	29,532.08
Office salaries and expenses.....	137,509.48 530,995.78
	<hr/>
	\$ 58,151.14

MILEAGE OF RAILROADS IN FLORIDA.

RAILROADS REPORTING.	Miles of Main Line	Miles Yard Track & Sidings	Miles of Branches & Spurs	Line Operated Under Lease	Miles Operated Under Contract, Etc.	Lines Operated Under Trackage Rights	Total Mileage Operated
Atlantic Coast Line .....	895.85	214.06	448.19	27.79	.....	22.21	1,608.10
Florida West Shore (branch S. A. L.) .....	56.99	7.85	9.03	.....	4.33	.....	78.20
Florida East Coast .....	500.07	78.00	.....	.....	.....	.....	578.07
Florida Railway .....	52.00	2.00	7.00	.....	.....	.....	61.00
Georgia, Florida & Alabama .....	86.60	7.17	.....	.....	.....	.....	93.77
Georgia Southern & Florida .....	152.36	18.92	.....	.....	.....	3.39	174.67
Live Oak, Perry & Gulf .....	56.85	2.72	17.15	.....	.....	.....	76.72
Louisville & Nashville .....	219.07	48.49	28.35	.....	.....	.94	296.85
Natural Bridge .....	11.50	.30	.....	.....	.....	.....	11.80
Plant City, Arcadia & Gulf (branch S. A. L.) .....	13.13	2.50	4.70	.....	.....	.....	20.33
St. Johns River Terminal Co. .....	5.99	11.13	.....	.....	.....	.....	17.12
Seaboard Air Line Railway .....	746.31	117.12	7.68	.....	.....	.....	871.11
South Georgia Railway .....	12.41	.....	.....	26.00	.....	.....	38.41
Standard & Hernando .....	12.71	6.19	.....	16.06	.....	9.52	44.49
Tampa & Jacksonville .....	48.00	2.00	.....	.....	.....	.....	50.00
Tavares & Gulf .....	31.64	1.38	.....	.....	.....	3.39	36.41
Valdosta Southern .....	14.00	.....	.25	.....	.....	.....	14.25
Tallahassee Southeastern (branch S. A. L.) .....	32.00	.....	.....	.....	.....	.....	32.00
Total .....	2,947.48	519.83	522.35	69.85	4.33	39.46	4,103.30

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**OPERATING EXPENSES OF RAILROADS IN FLORIDA DURING TWELVE MONTHS ENDING JUNE 30, 1907.**

RAILROADS REPORTING.	Maintenance of Ways and Structures	Maintenance of Equipments	Conducting Transportation	General Expenses	Total Operating Expenses.	Per Cent- age of Operat- ing Ex- penses to Gross Earnings
Atlantic Coast Line .....	\$ 862,535.55	\$ 869,573.50	\$2,422,948.86	\$163,673.26	\$4,318,731.17	73.07
Florida West Shore Railway .....	32,680.05	347.53	70,217.39	1,929.43	105,174.40	78.15
Florida East Coast .....	648,756.11	307,601.83	1,190,753.34	104,686.49	2,251,797.77	76.17
Florida Railway .....	15,196.68	8,303.65	22,652.64	8,086.41	54,239.38	71.62
Tampa & Jacksonville Railway .....	18,742.93	9,740.94	31,086.73	8,846.21	68,416.81	95.34
Georgia, Florida & Alabama .....	33,897.28	22,176.46	59,111.07	1,229.26	126,414.07	89.93
Georgia Southern & Florida .....	66,821.52	111,838.68	302,527.62	23,768.04	504,955.86	115.63
Live Oak, Perry & Gulf .....	37,660.85	22,292.07	*47,813.90	9,310.42	117,077.24	89.6
Natural Bridge .....	3,928.94	39.58	10,294.03	.....	14,262.55	62.4
Louisville & Nashville .....	588,855.48	253,050.38	562,516.08	35,773.67	1,440,195.61	97.98
Plant City, Arcadia & Gulf .....	3,873.96	113.09	11,738.91	13.99	15,739.95	52.82
St. Johns River Terminal Co. ....	24,636.37	3,411.37	120,084.09	*	.....	.....
Seaboard Air Line Railway .....	506,332.30	491,695.30	1,787,309.96	165,322.91	2,950,660.47	77.93
South Georgia Railway .....	24,413.47	7,408.95	22,692.02	6,020.52	60,534.96	89.95
Standard & Hernando .....	20,658.90	25,024.54	45,661.66	1,399.61	92,744.71	80.5
Tavares & Gulf .....	8,182.32	1,522.46	7,136.19	4,310.76	21,151.73	125.49
Valdosta Southern .....	2,265.02	1,943.53	8,268.31	2,658.51	15,135.37	65.5
Total .....	\$2,899,437.73	\$2,136,083.86	\$6,722,812.80	.....	.....	.....

\*General expenses included.

**ACCIDENTS TO PERSONS ON RAILROADS DURING THE TWELVE MONTHS ENDING JUNE 30, 1907.**

RAILROADS REPORTING.	EMPLOYEES.										PASSENGERS										ACCIDENTS FROM OTHER CAUSES THAN MOVEMENT OF TRAINS, ETC.						
	Killed.	Injured.	Trainmen.	Killed.	Injured.	Switchmen, trackmen and watchmen.	Killed.	Injured.	Other Employees.	Total Employees.	Killed.	Injured.	Killed.	Injured.	Trespassing	Not tresspassing.	Total other persons.	Killed.	Injured.	Killed.	Injured.	Em- ployees.	Others.	Killed.	Injured.	Total.	
Atlantic Coast Line . . . . .	4	256	3	22	5	34	12	309					55	23	24						209		3	35	604		
Florida West Shore Railway . . . . .		8						8					12	1						1			1		1	21	
Florida East Coast . . . . .	1	6	2																					5	6		
Florida Railway . . . . .																											
Georgia, Florida & Alabama . . . . .																											
Georgia Southern & Florida . . . . .	1	2	1																								
Live Oak, Perry & Gulf . . . . .																											
Louisville & Nashville . . . . .	2	26	1	2			1	3	29					1	2	5					39			5	74		
Natural Bridge . . . . .																											
Plant City, Arcadia & Gulf . . . . .																											
St. Johns River Terminal Co. . . . .		5																								5	
Seaboard Air Line Railway . . . . .	4	136	1	4	1	4	6	144					40	12	4	1	6	13	10	1	34			20	228		
South Georgia Railway . . . . .																											
Standard & Hernando . . . . .																											
Tampa & Jacksonville Railway . . . . .																											
Tavares & Gulf . . . . .																											
Valdosta Southern Railway . . . . .																											

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## RECEIPTS FROM OPERATIONS, ALL SOURCES, FOR THE YEAR ENDING JUNE 30, 1907.

RAILROADS REPORTING.	Passenger revenue.	Mail revenue.	Express revenue.	Extra baggage, storage and other items.	Total passenger earnings.	Total freight earnings.	Total other earnings.	Total gross earnings from operations.
Atlantic Coast Line .....	\$1,538,116.63	\$145,385.36	\$ 242,248.56	\$ 10,634.97	\$1,936,385.52	\$3,823,504.10	\$150,334.40	\$ 5,910,224.02
Florida West Shore .....	37,390.17	4,164.70	6,437.94	144.00	48,136.81	86,248.99	191.19	134,576.99
Florida East Coast .....	1,122,087.37	78,684.07	246,601.65	.....	1,447,373.09	1,442,205.51	66,704.06	2,956,282.66
Florida Railway .....	15,797.84	2,618.68	2,011.85	.....	20,428.37	54,829.02	467.20	75,724.59
Georgia, Florida & Alabama .....	54,608.23	4,584.80	3,624.69	.....	62,817.72	73,109.23	4,647.21	140,574.16
Georgia Southern & Florida .....	124,697.54	14,250.18	29,426.04	1,832.07	170,205.83	217,188.16	49,314.89	436,708.88
Live Oak, Perry & Gulf .....	34,257.06	1,668.97	274.69	.....	36,200.72	93,101.71	1,200.00	130,502.53
Louisville & Nashville .....	417,914.28	23,281.92	28,640.89	6,638.84	476,475.93	995,446.77	946.70	1,472,869.40
Natural Bridge .....	1,847.65	315.00	.....	.....	2,162.65	20,679.20	.....	22,841.85
Plant City, Arcadia & Gulf .....	3,344.80	.....	.....	.....	3,344.80	26,274.06	179.75	29,798.61
St. Johns River Terminal Co. ....	.....	.....	.....	.....	.....	207,993.94	207,993.94	207,993.94
Seaboard Air Line Railway .....	1,093,552.65	65,360.82	127,194.93	11,665.86	1,297,774.26	2,429,157.31	59,467.42	3,786,398.99
South Georgia Railway .....	28,140.76	1,350.36	414.96	.....	29,906.08	34,062.00	3,327.13	67,295.21
Standard & Hernando .....	1,429.93	.....	.....	.....	1,429.93	96,477.89	11,120.88	109,028.70
Tampa & Jacksonville Railway .....	8,713.97	2,263.13	9,885.22	.....	20,862.32	50,497.83	394.40	71,754.55
Tavares & Gulf .....	1,008.62	1,267.03	946.04	.....	3,221.69	13,396.21	238.00	16,855.90
Valdosta Southern * .....	17,139.11	1,211.52	538.97	.....	18,889.60	26,910.78	387.55	46,187.93
<b>Total</b> .....	<b>\$4,500,046.61</b>	<b>\$346,406.54</b>	<b>\$ 698,246.43</b>	<b>\$ 30,915.74</b>	<b>\$5,575,615.32</b>	<b>\$9,483,088.87</b>	<b>\$556,914.72</b>	<b>\$15,615,618.91</b>

\* Report for entire line.

## CAPITAL STOCK AND BONDS OF RAILROADS IN FLORIDA, JUNE, 30, 1907.

RAILROADS REPORTING	CAPITAL STOCK.			BONDS.		EQUIPMENT BONDS		AGGREGATE.	
	Miles Covered by figures.	Amount outstanding.	Amount per mile for road owned.	Amount outstanding.	Amount per mile for road owned.	Amount outstanding.	Amount per mile for road owned.	Amount outstanding.	Amount per mile for road owned.
Atlantic Coast Line .....	4,227.66	\$50,134,200.00	\$11,859.00	\$79,464,450.00	\$ 18,796.00	\$4,500,000.00	\$ 1,064.00	\$134,098,650.00	\$ 31,719.00
Florida West Shore .....	66.02	500,000.00	7,573.46	755,000.00	11,435.00	.....	.....	1,255,000.00	17,839.37
Florida East Coast .....	500.07	1,000,000.00	1,999.72	13,259,000.00	26,514.00	.....	.....	14,259,000.00	28,514.00
Florida Railway .....	59.00	62,000.00	1,050.84	238,509.84	4,042.54	.....	.....	300,509.84	5,093.38
Georgia, Florida & Alabama .....	168.30	350,000.00	2,079.62	1,472,000.00	8,746.29	16,014.53	95.15	1,838,014.53	10,091.06
Georgia Southern & Florida .....	391.61	3,768,000.00	9,621.81	5,838,000.00	14,907.69	458,693.33	1,171.30	10,064,693.33	25,700.80
Live Oak, Perry & Gulf .....	74.00	600,000.00	8,108.10	370,000.00	5,000.00	29,700.00	401.35	999,000.00	13,509.45
Louisville & Nashville .....	4,002.11	60,000,000.00	14,992.00	127,932,500.00	31,966.00	.....	.....	187,932,500.00	46,958.00
Natural Bridge .....	11.50	25,000.00	2,173.04	.....	.....	.....	.....	.....	.....
Plant City, Arcadia & Gulf .....	17.83	200,000.00	11,217.05	.....	.....	.....	.....	.....	.....
St. Johns River Terminal Co. ....	5.99	100,000.00	16,694.00	1,082,000.00	180,634.00	.....	.....	1,182,000.00	197,328.00
Seaboard Air Line Ry. ....	2,554.25	62,516,000.00	24,475.29	64,185,000.00	25,128.71	7,417,000.00	2,903.79	134,118,000.00	52,507.79
South Georgia Railway .....	51.00	58,000.00	1,136.81	19,300.00	3,784.31	.....	.....	251,000.00	4,921.12
Standard & Hernando .....	12.71	200,000.00	15,736.00	.....	.....	.....	.....	.....	.....
Tampa & Jacksonville .....	48.00	338,300.00	7,047.91	150,000.00	3,125.00	22,905.94	477.21	511,205.94	10,65.12
Tavares & Gulf .....	31.64	250,000.00	7,901.00	280,000.00	8,850.00	.....	.....	530,000.00	16,751.00
Valdosta Southern .....	28.00	100,000.00	3,572.00	108,000.00	3,857.00	.....	.....	208,000.00	7,429.00

## COMPARISON OF GROSS EARNINGS, OPERATING EXPENSES AND NET EARNINGS FROM OPERATION OF RAILROADS IN FLORIDA FOR THE TWO YEARS ENDING RESPECTIVELY JUNE 30, 1906, AND JUNE 30, 1907:

RAILROADS REPORTING	GROSS EARNINGS FROM OPERATIONS —ALL SOURCES.				OPERATING EXPENSES.				RESULTS FROM OPERATION.			
	Year Ending June 30, 1906.	Year Ending June 30, 1906.	Increase for Latter Year.	Decrease for Latter Year.	Year ending June 30, 1906.	Year ending June 30, 1907.	Increase for latter year.	Decrease for latter year.	Net earnings	Deficit.	Year ending June 30, 1906.	Year ending June 30, 1907.
Atlantic Coast Line.....	\$5,390,821.91	\$5,910,224.02	\$519,402.11	\$.....	\$3,472,863.35	\$4,318,731.17	\$845,867.82	\$.....	\$1,917,958.56	\$.....	\$1,591,492.85	\$.....
Florida West Shore.....	130,810.89	134,576.99	3,766.10	.....	91,073.96	105,174.40	14,100.94	.....	39,736.93	.....	29,402.59	.....
Florida East Coast.....	2,471,152.14	2,956,282.66	485,130.14	.....	1,767,646.56	2,251,797.77	484,151.21	.....	703,505.58	.....	704,484.89	.....
Florida Railway.....	87,306.76	75,724.59	.....	11,582.17	54,052.01	54,239.58	187.57	.....	33,254.75	.....	21,485.21	.....
Georgia, Florida & Alabama.....	136,265.94	140,574.16	4,308.22	.....	95,748.17	126,414.07	30,665.90	.....	40,517.74	.....	14,160.09	.....
Georgia Southern & Florida.....	393,119.75	436,708.88	43,589.13	.....	400,588.92	504,958.86	104,369.94	.....	7,469.17	.....	68,249.98	.....
Live Oak, Perry & Gulf.....	63,201.22	130,502.53	67,301.31	.....	55,806.70	117,077.24	61,270.54					